

CITY OF GRANTS PASS  
COUNCIL AGENDA  
November 4, 2015  
6 p.m. City Council Meeting  
Council Chambers - 101 N.W. "A" Street

MAYOR: Darin Fowler

CITY COUNCIL MEMBERS:

| <b><i>Ward 1</i></b>         | <b><i>Ward 2</i></b>         | <b><i>Ward 3</i></b>         | <b><i>Ward 4</i></b>         |
|------------------------------|------------------------------|------------------------------|------------------------------|
| <b><i>Northwest Area</i></b> | <b><i>Northeast Area</i></b> | <b><i>Southeast Area</i></b> | <b><i>Southwest Area</i></b> |
| Dan DeYoung                  | Lily Morgan                  | Ken Hannum                   | Mark Gatlin                  |
| Roy Lindsay                  | Rick Riker                   | Dennis Roler                 | Jim Goodwin                  |

Invocation

Flag Salute

Roll Call

Swear in Police Officer Jason Newcomb

1. PUBLIC COMMENT. This is the time for citizens to address the Council about an issue that is not a pending agenda item. Because your comment will not concern an agenda item, neither Council members nor staff will be able to take action at this time. The Council will usually refer the matter for a staff analysis or schedule the item for a future Council meeting. **If you have a complaint, or concerns about a city service or activity, it is best to direct your concerns to the appropriate Department Director or City Manager's office before bringing it to the Council so that staff can help you.** Please remember to address your comments to the Council rather than to City staff or audience members.

You will have three minutes to speak. Please fill out the small blue sheet and give it to the Mayor or a staff person before the beginning of the meeting. The Mayor will call on you during this section of the Agenda. If you prefer, you may put your comments in writing and give them to the Mayor or City Manager. Your comments will be given to the Council.

2. CONSENT AGENDA (Items included are of such routine nature or without controversy so that they may be approved with a single action).  
***\*Indicates short Staff presentation and Council comment.***
  - a. Resolution authorizing the City Manager to enter into a two-year labor contract with the International Association of Firefighters #3564 and to create the classifications of Fire Engineer and Fire Lieutenant. **Pgs. 1-54**
  - b. Motion approving the minutes of the City Council Meeting of October 21, 2015. **Pgs. 55-58**

- c. Motion acknowledging the minutes of the Historical Buildings and Sites Commission meeting of July 16, 2015. **Pgs. 59-78**
- d. Motion acknowledging the minutes of the Grants Pass Parks Advisory Board meeting of August 20, 2015. **Pgs. 79-82**
- e. Motion acknowledging the minutes of the Tourism Advisory Committee meeting of September 8, 2015. **Pgs. 83-86**
- f. Motion acknowledging the minutes of the Committee on Public Art meeting of September 8, 2015. **Pgs. 87-90**
- g. Motion acknowledging the minutes of the Urban Tree Advisory Committee meeting of September 14, 2015. **Pgs. 91-94**
- h. Motion acknowledging the minutes of the Bikeways and Walkways Committee meeting of September 15, 2015. **Pgs. 95-98**
- i. Motion acknowledging the minutes of the Urban Area Planning Commission meeting of September 23, 2015. **Pgs. 99-114**

3. **COUNCIL ACTION**

- a. Resolution renaming the Soccer Task Force to the Allen Creek Sports Park Task Force. **Pgs. 115-118**

4. **MATTERS FROM MAYOR, COUNCIL AND STAFF**

- a. Appoint one member to the Tree Advisory Committee. **Pgs. 119-121**
- b. Committee Liaison reports.

5. **EXECUTIVE SESSION** 192.660 (2) (Executive session is held to discuss one of the following subjects: (a) Employment of Public Officers, (b) Dismissal or discipline of Public Officers/Employees, (c) Public Medical Staff, (d) Labor negotiations (news media not allowed without specific permission), (e) Real property transactions-negotiations, (f) To consider information or records that are exempt by law from public inspection, (h) With city attorney re: rights/duties, current-likely litigation, (i) Performance Evaluations of Public Officers, (j) Public Investments...)

Yes

- (m) To discuss information about review or approval of programs relating to the security of any of the following: (v) Sewage; (vi) Water.

6. **ADJOURN**

*ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate person with physical impairments, please notify the City Recorder's Office of any special physical or language accommodations at least 48 business hours prior to the meeting. To request these arrangements, please contact Karen Frerk, City Recorder at (541) 450.6000.*

Resolution authorizing the City Manager to enter into a two-year labor contract with the International Association of Firefighters #3564 and to create the classifications of Fire Engineer and Fire Lieutenant.

Item: Date: November 4, 2015

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SUBJECT AND SUMMARY:

A tentative two-year agreement has been reached with the bargaining unit establishing the terms of agreement and terms of employment.

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RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of **LEADERSHIP** by ensuring efficiency and effectiveness, delivering the highest quality of services at the best possible value.

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CALL TO ACTION SCHEDULE:

Call to action schedule: November 4, 2015.

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BACKGROUND:

The labor contract with the International Association of Firefighters (IAFF) expires December 31, 2015. Management entered into negotiations with the IAFF on June 23, 2015, meeting with representatives of the union's 24 members. After seven meetings, the City and IAFF have reached a tentative agreement for a two-year contract.

During negotiations, the City agreed to create the classifications of Fire Engineer and Fire Lieutenant and to hold a placement process for these positions.

The tentative agreement reached is within the parameters set by Council for the City's negotiating team. The terms of the contract calls for implementation of a new position structure approved by Council.

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COST IMPLICATION:

Revenue Source: Department of Public Safety's budget.

The estimated impact of the classification placement is an increase of approximately \$50,000 for calendar year 2016. The estimated impact of the wage adjustment of 1% on January 1, 2017, is approximately \$25,000, which is within the parameters provided by Council.

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ALTERNATIVES:

Council could choose to not enter into the labor contract tentatively agreed upon by the City and IAFF. However, this would lead to an unfair labor practice claim from the Association.

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ITEM: 2.a. RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO-YEAR LABOR CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS #3564 AND TO CREATE THE CLASSIFICATIONS OF FIRE ENGINEER AND FIRE LIEUTENANT.

Staff Report (continued):

RECOMMENDED ACTION:

It is recommended Council ratify the labor contract successfully negotiated between management and the International Association of Firefighters #3564 and approve the classifications of Fire Engineer and Fire Lieutenant.

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POTENTIAL MOTION:

I move to authorize the City Manager to enter into a two-year contract with IAFF #3564.

**RESOLUTION NO.**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO-YEAR LABOR  
CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS #3564  
AND TO ADD THE CLASSIFICATIONS OF FIRE ENGINEER AND FIRE  
LIEUTENANT.**

**WHEREAS:**

1. The City of Grants Pass has bargained in good faith with representatives from the International Association of Firefighters (IAFF) #3564; and
2. A tentative two-year agreement has been reached with the bargaining unit establishing the terms of agreement and the terms of employment in the bargaining unit; and
3. The classifications of Fire Engineer and Fire Lieutenant are being added to the IAFF agreement; and
4. The City Council wishes to ratify the contract negotiations and authorize the City Manager to execute the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Grants Pass that the City Manager is authorized to enter into a contract agreement with the International Association of Firefighters (IAFF) #3564 which is attached to and incorporated herein as Exhibit "A", and to create the classifications of Fire Engineer and Fire Lieutenant attached to and incorporated herein as Exhibit "B".

**EFFECTIVE DATE** of this Resolution shall be immediate upon its passage by the City Council and approval by the Mayor.

**ADOPTED** by the Council of the City of Grants Pass, Oregon, in regular session this 4<sup>th</sup> day of November, 2015.

**SUBMITTED** to and \_\_\_\_\_ by the Mayor of the City of Grants Pass, Oregon, this \_\_\_\_ day of November, 2015.

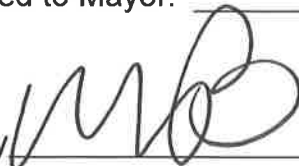
\_\_\_\_\_  
Darin Fowler, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Frerk, City Recorder

Date submitted to Mayor: \_\_\_\_\_

Approved as to Form, Mark Bartholomew, City Attorney



AGREEMENT BETWEEN  
CITY OF GRANTS PASS, OREGON  
AND  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 3564

January 1, 2016 – December 31, 2017

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AGREEMENT BETWEEN  
CITY OF GRANTS PASS, OREGON  
AND  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 3564

Agreed to and to be in effect between the City of Grants Pass, Oregon, hereinafter called the "City," and the International Association of Firefighters Local 3564, hereinafter called the "Union," made and entered into for the purpose of establishing the wage scale, schedule of hours, and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

ARTICLE I - RECOGNITION

1.1 Sole and Exclusive Agent. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment, for all employees who are members of the bargaining unit.

The bargaining unit shall consist of the following classifications:

Firefighter  
Fire Engineer  
Fire Lieutenant  
Fire Inspector

1.2 Exclusions. It is further agreed that the following classifications are excluded from the bargaining unit so long as these classifications remain confidential or supervisory as defined by state law: Public Safety Supervisor (i.e. Deputy Chief, Battalion Chief, Public Safety Sergeant, Fire Marshal, Civilian Public Safety Supervisor), and Public Safety Director.

It is understood that volunteers are excluded from the bargaining unit.

1.3 New Classifications. New classifications may be developed within the fire services by the City, and a wage scale assigned thereto. The City shall forward the new classification and wage scales to the Union for their review of the wage scale. If the parties cannot agree the contract may be reopened on the wage scale and working conditions for the new classification only.

1.4 Notice. Where reference is made to some duty to be performed by the City in the contract, or some notice or filing to be made with the City, the City will through its City Manager or other such supervisory officers or employees as may be designated by its City Manager. All correspondence to the City shall be addressed to: City Manager, 101 N.W. "A" Street, Grants Pass, Oregon 97526.

When reference is made in this contract to the Union, in that some action is taken by or directed by the Union, the Union will act through delegated representatives of the Union as may be designated by the Union. All correspondence to the Union shall be addressed to the President, International Association of Firefighters Local 3564, PO Box 1466, Grants Pass, Oregon 97528.

1.5 Students and Volunteers. The City may determine the need to develop programs for student firefighters, dual (fire and police/cso) certified personnel or volunteers. Such personnel will augment and not replace bargaining unit workers, and the presence or absence of any such individuals shall not be utilized in scheduling, vacation considerations, or establishment of minimum duty personnel staffing. Such created positions shall not be a part of the bargaining unit.

## ARTICLE II - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which City has not expressly abridged, delegated, or modified by this Agreement are retained by the City. It is understood and agreed that the City possesses the sole and exclusive right to operate the City through its City Manager and department directors and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

1. To determine the mission of its constituent department, commissions, and boards.
2. To set standards and levels of service.
3. To direct its employees.
4. To discipline or discharge for just cause.
5. To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
6. To maintain the efficiency of governmental operations.
7. To determine the methods, means, and personnel by which government operations are to be conducted.
8. To determine the content of job classifications.
9. To take all necessary action to carry out its mission in emergencies; and
10. To exercise complete control and discretion over its Union and the technology and staffing levels of performing its work.

### ARTICLE III - NON-DISCRIMINATION

3.1 Rights. Employees shall have the right to form, join, and participate in the activities of employee Unions of their own choosing, for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City because of the exercise of the employee's rights under the Agreement in effect between the City and the Union.

3.2 Application of Agreement. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without illegal discrimination as to marital status, religion, sex, race, color, national origin, age, physical or mental disability, Union affiliation, or political affiliation. Both parties will cooperate by providing information should a complaint be made against either party.

### ARTICLE IV - SECURITY

4.1 Time. The City agrees to allow reasonable time while on duty for members who are designated Union representatives for the purpose of handling and processing grievances and participating in negotiations. However, all efforts shall be made to schedule such activities so as not to interfere with departmental operations or staffing levels. The names of employees acting as Union representatives shall be certified in writing to the City by the Union.

4.2 Solicitation. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

4.3 Checkoff. Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the City, an original assignment authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization the City shall deduct such dues over the first and second salary check of said employee, each month. The amounts deducted shall be transmitted within 10 days to the Union.

4.4 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be in an amount which shall not be more than dues to be established by the Union with notice to the City, in accord with Oregon law. This section shall be referred to as the fair share agreement and the City shall deduct over the first and second salary check of each employee, each month, the payments for regular dues or payments in lieu of dues, and shall remit this same to the Union within 10 days after the deduction is made.

4.5 Religious Objection. Any employee who is a member of a church or a religious body having bonafide religious tenets or teachings which prohibit an association with a labor Union or the payment of dues or payment in lieu of dues to a labor Union, shall pay an amount of money equivalent to regular Union dues, initiation fees, and assessments to a non-religious charity or to another charitable Union mutually agreed upon by the employee affected and the Union. The City shall deduct over the first and second salary check of each such employee, each month, the payment to such charitable Union and shall remit the same to the charitable Union within 10 days after the deduction is made. The employee shall supply proof to the Union each month this has been done.

4.6 Right of Access. The Union and/or its designated representatives shall have the right of reasonable access to the public safety stations but will not unreasonably interfere with the employee's work.

Prior to contacting employees the Union shall apprise the shift supervisor of the purpose of this visit, the length of time required, and persons to whom they desire to speak. Said visit shall take place outside the employee's normal workday.

4.7 New Hires. The City will notify the Union of all new hires in the unit within 2 weeks after their having been employed, furnishing the Union with the new employee's name, mailing address, and position for which the Employee was hired.

4.8 Bulletin Board. The City agrees to allow suitable wall space in the public safety stations, not to exceed 3' x 4' for bulletin boards which may be locked by the Union, to be used by the Union for the posting of notices and bulletins relating to the Union.

The Union shall limit its posting of Union notices and bulletins to such bulletin board, which shall be used only for the following Union notices and bulletins.

- (a) Recreation and Social Affairs of the Union
- (b) Union Meetings
- (c) Union Elections
- (d) Reports of Union Committees
- (e) Rulings or Policies of the Bargaining Unit
- (f) Communications from the Union to the Bargaining Unit
- (g) Other Related Items

4.9 Use of Buildings. The City agrees to the reasonable use of the public safety stations for the purpose of holding Union meetings. Such meetings may be held after reasonable notice is given to the City Manager, or the employee's designee, and must conform to City policy so long as such policy does not unreasonably restrict the use intended by this clause. Such use shall be consistent with the operating needs of the fire services and not in conflict with any prior scheduled use of the building.

## ARTICLE V - HOURS AND OVERTIME

5.1 Workweek. Regular Shift Employees: The work week for regular shift employees, to the extent consistent with the operating requirements of the public safety department fire services, and recognizing the necessity for continuous service by such department throughout the week, shall consist of an average of 56 hours as scheduled by the department director or other responsible authority and such scheduling shall be consistent with the scheduling method presently being used. There shall be a five-day 8-hour-per-day work schedule, between Monday and Saturday, for personnel assigned to fire prevention. Employees assigned to fire prevention will be subject to reassignment to a 56-hour shift with fourteen day's notice.

The fire prevention assignment may rotate every 2 years with 60 days notice.

Employees assigned to fire prevention shall receive assignment pay at the rate of 5% of their base hourly wage for all hours worked in the assignment.

Employees assigned to fire prevention, or the City, may request in writing a meeting to negotiate a four day, 10 hour schedule. Such meeting shall take place within 30 days of the request.

5.2 56 Hour Work Shift Normal Workday. Regular Shift Employees: The work shift for regular shift employees shall be 24 hours in length. (For the purpose of computing overtime, the 24-hour long day shall be used). Except for emergencies and cleanup and maintenance required following an emergency to maintain the operational readiness of the Fire Services, employees will not normally be required to work in excess of 9 hours, inclusive of meal periods, during any 24 hour work shift, such nine hour workday shall be termed the "normal workday." Such nine hour "normal workday" shall be scheduled with regular starting and quitting times so far as this is consistent with the operating needs of the department. In no instances will the "normal workday" nor work in excess of the "normal workday" be utilized by the City for disciplinary purposes.

5.3 Regular Hours. Regular Shift Employees: In the case of shift employees the hours of the shift shall be consecutive including rest periods and meal periods.

5.4 40 Hour Work Shift. Each regular shift employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times. This shall apply with the following exception: Those employees whose special assignment requires a flexible work schedule. These will include firefighters serving in Prevention. Their work shift will be flexible within a 40-hour week. Therefore, for the purpose of overtime, these employees shall work a 40-hour week, and overtime shall be paid after 40 hours in a 7-day period and not after 8 hours in a 24-hour period.

5.5 Meal Periods. Regular Shift Employees: In the case of shift employees, meal periods shall be granted during each shift. To the extent consistent with the operating needs of the Fire Services, each meal period will be scheduled in a manner consistent with the operating requirements of the division.

5.6 Rest Periods. Regular Shift Employees: In the case of shift employees, a rest period of 15 minutes shall be permitted for all employees during each half of the normal workday. Rest periods shall be scheduled in accordance with the operating requirements of the department.

5.7 Holiday Routine. Employees working on named holidays as defined in Section 6.1, shall be required to respond to calls and to perform maintenance, clean up, and scheduled duties. Upon completion of the above, employees will be on "holiday routine" and shall be allowed free time in the same manner as time outside the nine (9) "normal workday".

5.8 Overtime. The City shall have the right to assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of municipal service and public interest.

Shift employees who work hours annexed consecutively to the end of the work shift shall receive overtime pay in thirty minute increments for hold over purposes.

Regular Shift Employees: Shift employees shall be compensated at the rate of 1 1/2 times their respective 56 hour per week regular hourly rate as set forth in Exhibit "A" for overtime work under the following conditions:

1. All time worked as a Firefighter or Fire Corporal in excess of the regularly scheduled work shift for that employee (e.g., in excess of 24 hours in any one workday).
2. All time worked as a Firefighter or Fire Corporal in excess of 204 hours in a 27 calendar day period for 24-hour duty schedule fire service non-exempt employees.
3. Forty-Hour Employees: Overtime for 40-hour employees shall be time worked (1) in excess of 8 hours for a specific job class in a workday for employees working five 8 hour shifts, or (2) in excess of 10 hours for a specific job class in a workday for employees working four 10 hour shifts, and (3) in excess of 40 hours in a work week.
4. Employees assigned to on-call fire prevention shall be paid \$100.00 a month in addition to overtime and callback earned.

5.9 No Pyramiding. In no event shall any employee compensation be received twice for the same hours.



5.10 Callback. Employees called back to work shall receive overtime pay for hours worked, and if called back shall be credited with not less than 3 hours time. Overtime for the purpose of this section shall be compensated for at 1 1/2 times the 56-hour hourly rate, unless the employee works a 40-hour workweek, in which case, overtime will be at the 40-hour rate.

This section applies only when callback results in hours worked which are not annexed consecutively to one end or the other of the work shift. This section does not apply to scheduled overtime (such as meetings and project work), or overtime annexed to the beginning of the shift, or holdover times annexed to the end of the work shift.

It shall be considered callback if an employee ends the employee's shift and has not been previously required to extend the employee's regular shift as holdover time (such as when called back on an alarm or emergency).

Employees who are scheduled to attend meetings and/or complete project work on their designated days off will be credited with not less than two (2) hours.

5.11 Distribution of Overtime. The Public Safety Director will maintain a procedure for distributing overtime among the employees in as equitable a manner as possible. In distributing overtime, such things as special qualifications and desires the employee(s) shall be considered.

5.12 Work Schedules. All shift employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shift, workdays, and hours shall be posted for 7 days prior to their effective date. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted 3 days prior to the effective date of the change. Failure to comply with terms of this section shall result in time and one-half pay for all the time worked outside the employee's timely scheduled workweek.

The existing work schedules (48/96) shall remain in effect for the life of the Agreement.

\*The regular rate is that rate which complies with FLSA. (In the event that an employee elects to be compensated overtime in compensatory time such time shall be applied at 1 1/2 times the greater of the actual time worked or at the minimum number of hours required under Section 5.10, (Callback).

5.13 Work Changes. Changes by the City in hours of work as set forth in this Article shall be done in accordance with the following procedure: The City shall give the Union 30 days prior written notice, specifying the desired changes. Bargaining in accordance with statutory requirements will then occur.

5.14 Station Transfer. The City shall pay to any bargaining unit employee, not already on duty, who is required to transfer to a station other than the one at which the employee had been scheduled to work, 30 minutes of overtime per trip to compensate the employee for the time spent in organizing equipment and driving to the new station. The parties here to agree that 30 minutes is a reasonable amount of time for performing the tasks involved in a station transfer.

## ARTICLE VI - HOLIDAYS

6.1 Designation. The following shall be designated paid holidays:

1. New Year's Day (January 1)
2. Labor Day (1<sup>st</sup> Monday in September)
3. Thanksgiving Day (4th Thursday in November)
4. Christmas Day (December 25)
5. Any day declared to be a holiday by the President, Governor, and Mayor

6.2 Holiday Compensation. In lieu of holidays, regular shift employees shall be assigned 132 hours of holiday leave on July 1, of each year for the preceding 12 months of continuous paid employment. Employees who work less than the full fiscal year shall receive a prorated number of hours based upon actual period of regular paid time.

Regular 40-hour employees shall receive 16 hours of holiday leave on July 1, of each year for the preceding 12 months of continuous paid employment. Employees who work less than the full fiscal year shall receive a prorated number of hours based upon actual period of regular paid time. In addition, 40-hour employees shall be entitled to 8-hours of holiday pay for the ten (10) holidays recognized by the City. A supervisor may require a forty-hour employee to work a holiday. In that circumstance the employee will receive regular pay for hours worked.

The 56 hour shift employee may elect to use the holiday leave throughout the year as if it were accrued vacation or compensatory time. Use of holiday hours must be at a time mutually agreeable to the employee and the City. Holiday hours must be utilized by June 30th or they shall be lost. Bargaining unit employees will be permitted to receive compensation for all accumulated and unused hours requested by April 1<sup>st</sup> each year (to be paid out by April 30<sup>th</sup> each year) at the employee's regular straight time rate. Unused unpaid hours shall be forfeited.

An employee who transfers from a 40-hour work week schedule to an average 56-hour work week schedule shall have the employee's holiday compensation leave balance multiplied by 1.375 to obtain the employee's new holiday leave accrual balance; if transferred from an average 56-hour work week schedule to a 40-hour work week schedule, the employee's accumulated holiday leave accrual balance shall be multiplied by .728 to obtain the employee's new holiday leave accrual balance.

## ARTICLE VII - VACATIONS

7.1 Rate of Accrual. Vacation time for regular fire personnel shall accrue as follows:

| 56-Hour Personnel:           | Hours of<br>Accrual<br>For Each<br><u>112 Pay Hours</u> | <u>Shifts</u> | Total Vacation<br>Hours Earned<br><u>Per Year</u> |
|------------------------------|---|---------------|---|
| <u>Completed<br/>Service</u> |   |               |   |

At one year (12 mos.) establish a 144 hour beginning balance

|                          |       |       |     |
|--------------------------|-------|-------|-----|
| 13 mos. through 36 mos.  | 5.54  | 6     | 144 |
| 37 mos. through 60 mos.  | 6.92  | 7 1/2 | 180 |
| 61 mos. through 120 mos. | 8.31  | 9     | 216 |
| 121 mos. or more         | 11.08 | 12    | 288 |

40-Hour Personnel:

| Hours of<br>Accrual<br>For Each<br><u>80 Pay Hours</u> | <u>Days</u> | Total Vacation<br>Hours Earned<br><u>Per Year</u> |
|--|-------------|---|
|--|-------------|---|

At one year (12 mos.) established a 96 hour beginning balance

|                          |      |    |     |
|--------------------------|------|----|-----|
| 13 mos. through 36 mos.  | 3.70 | 12 | 96  |
| 37 mos. through 60 mos.  | 4.62 | 15 | 120 |
| 61 mos. through 120 mos. | 5.54 | 18 | 144 |
| 121 mos. or more         | 7.39 | 24 | 192 |

After 20 years of continuous service, a one-time bonus of 56 hours shall be paid for shift employees and 40 hours for 40-hour employees.

An employee that transfers from a 40-hour work week schedule to an average 56-hour work week schedule shall have the employee's vacation accrual balance multiplied by 1.5 to obtain the employee's new vacation accrual balance; if transferred from an average 56-hour work week schedule to a 40-hour work week schedule, the employee's vacation accrual balance shall be multiplied by .667 to obtain the employee's new vacation accrual balance.

7.2 Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on regular paid hours. Time spent on unpaid leave shall not be counted as continuous service, provided that employee returning from such leave and employees on layoff status shall be entitled to credit for service prior to leave or layoff. For persons on military leave, seniority will continue at the date defined in this contract.

7.3 Accrual Limitations. Vacation time must be taken by shift employees within 18 months following the date of accrual and for 40-hour employees they may accrue up to a maximum of 200 hours of vacation time, such vacation shall be deemed forfeited if not taken unless mutually agreed in writing in advance. An employee who was about to lose vacation credit because of accrual limitations may, by notifying the employee's supervisor 15 days in advance, absent himself to prevent loss of this vacation time. The City shall establish a procedure to notify an employee 30 days in advance of impending loss of accrued vacation time.

Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a scheduled vacation period.

7.4 Scheduling. Vacation time shall be scheduled by the Public Safety Director based on the needs of efficient operations and the availability of vacation relief.

Subject to the foregoing, employees shall have the right to determine vacation times: Vacation times shall be selected on the basis of seniority within each shift and conflicts in vacation schedules between bargaining unit personnel and non-bargaining unit personnel shall have no effect on request for vacation by bargaining unit personnel. However, such employee will be permitted to exercise the employee's right to seniority only once within the bidding period. The vacation schedule shall be posted annually as of November 1 and the employees shall sign up for their annual vacation on a seniority basis for the period January 1 through December 31. If conflicts occur in scheduling during the sign up period of November 1 to November 30, the senior employee's selection shall prevail. The seniority bid for vacations shall be a minimum of two (2) successive days. After the seniority bids are submitted and posted on the vacation calendar, all other vacation will be allotted on a seniority basis. The employee with highest seniority may choose up to two (2) days (not required to be successive), then the employee with the second highest seniority may choose two (2) days and so the rotation continues. The list shall be closed as of November 30 and subsequent changes or selections shall be made only by mutual consent of the parties. All further selections of time off will be done on a first come first serve basis. Scheduling of vacation periods beyond the seniority choice, to the extent consistent with operating requirements of the City, and vacation credits of the employee, shall be permitted on a three (3) hour minimum.

Two employees may schedule time off for each shift with priority to the first person on a first-come first-served basis, without regard to bargaining unit status. The second person desiring the same time off may arrange for a qualified employee to be available to cover the employee's shift regardless of rank or seniority.

7.5 Payment on Termination. In the event of death or termination of an employee during the initial 12 months of the employee's employment, no payment in lieu of vacation shall be made. In the event of death, retirement, or termination of employment after an employee has served for 12 continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

## ARTICLE VIII - SICK LEAVE

8.1 Accrual. Sick leave shall accrue at the rate of 13.0 (6.00 bi-weekly) hours per month for regular shift employees and 8 (3.69 bi-weekly) hours per month for regular 40-hour employees. Sick leave shall not accrue while employee is on a leave without pay.

### 8.2 Utilization.

- a. Illness or Injury of the Employee. Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury or exposure to contagious diseases under which the health of the employees with whom associated or a member of the public would be endangered by the presence of the employee.
- b. Illness in Family. Employees may utilize their allowance of sick leave when there is illness or injury as described in subsection (a) of Section 8.2. For the purpose of this section immediate family will include spouse, children, father, mother, mother-in-law, father-in-law, stepchildren, (all in the household).
- c. Emergency Leave. Emergency leave is given to employees for the purpose of attending the funeral or visiting a member of the immediate family who is seriously injured or ill and such injury or illness may result in death. For the purposes of this article, immediate family members are defined as: spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, and step-children in the household. This utilization shall include travel time to and from the funeral site and time for making necessary funeral arrangements. A 40-hour employee may receive up to 3 days and a 56-hour employee may receive up to one 24-hour shift of emergency leave in any one calendar year. In the event that more time is needed, the employee may utilize available sick leave and/or vacation.
- d. Physician's Statement. In the event that an employee is off 2 or more work shifts under this section the City may require a physician's statement as to the nature of the illness, the need for the employee's absence and the estimated duration of absence; prior to allowing the employee to return to work, the City may require a doctor's release stating that the employee may return to the employee's normal duties without risk of aggravating the illness or injury.

When an employee is, by reason of the employee's illness or injury, unable to perform the employee's job with the regularity, efficiency, or degree of safety necessary and/or when an employee's illness is at a stage where it may present an unreasonable risk of infection to others the City may require that the employee absent himself and take further sick leave.

The physician's statement shall be submitted on a form provided by the City. The form shall be submitted to the employee's supervisor prior to returning to work.

- e. Termination for Medical Reasons. Employees on time loss for an injury or illness who have used a 180 calendar day limit will be terminated for medical reasons and reemployed only when an opening occurs for which the employee is qualified. Near the end of the 180 day time limit a temporarily disabled employee who has a doctor's verification that they will be able to return to work within a short period after the end of the time period may request an extension from the City Manager.

8.3 Sick Leave Without Pay. Upon application by the employee sick leave without pay may be granted by the City of the remaining period of the disability after the employee's accrued sick leave has been exhausted. The City may require a physician's statement on a periodic basis during the period of disability.

8.4 Integration With Worker's Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article, is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular pay minus state and federal deductions. In such instances, no charges will be made against accrued sick leave for 90 calendar days. After 90 days prorated charges will be made against accrued sick leave as described above.

8.5 Sick Leave Conversion at Retirement or Death. A portion of the balance of an employee's accumulated sick leave shall be paid to the employee who terminates employment in good standing after 10 or more years of service, or to the employee's beneficiary in the event of death while a regular employee of the City. The maximum time any employee may apply to the sick leave conversion formula shall be 2400 hours. It shall be paid in the following manner:

Two and one-half percent (2.5%) times each full year of the employee's continuous years of service times the employee's sick leave accumulation, but no greater than 2400 hours, at a rate equivalent to the employee's current gross hourly salary.

An employee may opt to use the employee's accrued sick leave as provided in ORS 237.153.

8.6 Conversion for Shift Change. An employee that transfers from a 40-hour work week schedule to an average 56-hour work week schedule shall have the employee's sick leave accrual balance multiplied by 1.625 to obtain the employee's new sick leave accrual balance; if transferred from an average 56-hour work week schedule to a 40-hour work week schedule, the employee's accumulated sick leave accrual balance shall be multiplied by .616 to obtain the employee's new sick leave accrual balance.

8.7 Light Duty. Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sickness. Providing the physician states that "light duty" is acceptable, the employee may, at the City's option, report to the employee's supervisor for assignment to duties related to public safety operations. The division may assign such duties as the health and condition of the involved employees permit only in cases where bonafide public safety related jobs or duties are available.

## ARTICLE IX - OTHER LEAVES OF ABSENCE

### 9.1 Extended Leave of Absence.

- a. Criteria and Procedure. The City will consider a written application for leave of absence without pay not to exceed 1 year if the City finds there is reasonable justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. The City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on the employee's written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.
- b. Return From Leave. Any employee who is granted a leave of absence without pay under this article and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned the employee's position with the City, and the employee's position shall be declared vacant unless the employee prior to expiration of the employee's leave of absence or prior to the termination date has furnished evidence that the employee is unable to work by reason of sickness, physical disability, or other legitimate reason beyond the employee's control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of

the department.

Requests for leaves of absence under this section shall be in writing on a form provided by the City. The form shall contain the name of the employee, the effective date of the absence, the number of days of absence, the purpose of the absence, the signature lines for City and Union officials. The purpose of the request form will be to eliminate misunderstanding as to the purpose, dates, and length of absence.

9.2 Required Court Appearances. Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling the employee's attendance under penalty described by law in connection with the employee's officially assigned duties, including the time required for travel to court and return to the employee's headquarters. Employee shall be required to seek all fees due for such duty and turn said fees over to the City. This provision is not intended to cover hearings conducted by the Oregon Employment Relations Board, or grievance arbitrations held pursuant to this contract.

9.3 Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the employee is required to seek all fees due the employee for such jury duty and turn said fees over to the City, and upon being excused from jury duty for any day an employee shall immediately contact the department director or other supervisor for assignment for the remainder of the employee's regular work day. Mileage and expenses paid for jury duty will be retained by the employee so long as the employee provides the employee's own transportation for such jury duty service.

9.4 Military Leave With or Without Pay. Military leaves with or without pay shall be in accordance with Oregon Revised Statutes and/or applicable Federal law.

## ARTICLE X - COMPENSATION

10.1 Salary Schedule. Employees shall be compensated for hours worked in accordance with the salary schedule attached to this Agreement and marked Exhibit "A", which is hereby incorporated into and made a part of this Agreement.

10.2 Pay Periods. Pay Periods shall be on a bi-weekly basis and paychecks shall be received every other Friday for the pay period ending on the preceding Saturday.

10.3 Conversion Formula. Conversion formula for hourly rates of pay shall be determined in accordance with Exhibit "C".

10.4 Form of Compensation. Compensation for authorized overtime and callback only shall be paid unless compensatory time is requested by the employee. Such time shall be credited at time and one-half. Shift employees may accrue up to a



total of 160 hours of such compensatory time. Forty-hour employees may accrue 80 hours of such compensatory time. Compensatory time-off may be taken upon the request of the employee if the supervisor agrees based on the operating needs of the department.

An employee during the periods specified below must advise the head of the department or the employee's designee if overtime is to be credited as compensatory time. If no notification is given on the specified dates, overtime will be paid and not credited as compensatory time. Notification dates are as follows: First week in July, first week in November, and first week in March.

10.5 Incentive Pay. For the life of this contract, the Fire Inspector will be eligible for incentive pay for an Associate's or Bachelor's Degree and/or Fluency in a Second Language. All other classifications will be eligible for incentive pay following completion of the trial service period as follows:

Education Incentive:

Employees eligible for the following incentives after December 31, 2015, shall receive incentive pay at the following monthly rate:

|    |                               |          |
|----|-------------------------------|----------|
| A. | Associate's Degree            | \$ 75.00 |
| B. | Bachelor's Degree             | \$150.00 |
| C. | Fluency in a Second Language* | \$ 50.00 |

Employees eligible for the following incentives prior to January 1, 2016, shall receive incentive pay at the following monthly rate:

|    |                               |           |
|----|-------------------------------|-----------|
| A. | Associate's Degree            | \$ 94.00  |
| B. | Bachelor's Degree             | \$ 189.00 |
| C. | Fluency in a Second Language* | \$ 63.00  |

Emergency Medical Technician incentive:

Employees are eligible for incentive pay when holding a valid, Oregon EMT certificate listed:

|    |  |          |
|----|--|----------|
| D. | Emergency Medical Technician, Advanced     | \$ 98.00 |
| E. | Emergency Medical Technician, Intermediate | \$114.00 |
| F. | Emergency Medical Technician, Paramedic    | \$134.00 |

\* Second language must be in Spanish or any other language designated by the City as being relevant to support the diverse demographics of our community. Second language requires annual recertification utilizing a mutually agreed annual proficiency test.

Incentive Pay for Bachelor's Degree, Associate's Degree, EMT-I, EMT-A and EMT-P are not cumulative.

## ARTICLE XI - INSURANCE

11.1 Health and Welfare. The City agrees to provide a health and welfare plan to all bargaining unit employees. Effective January 1, 2006, the bargaining unit employees will pay 7.5% of the total monthly premium for the plan. In addition the City and bargaining unit employees agree to split 50/50 any premium increase above 10%. City and Union agree to work cooperatively in a citywide insurance committee to continue to explore insurance packages in order to offer alternate potential insurance coverage differing levels that may be selected by individual members of the unit. At least one alternative offered shall be reasonably similar to the current coverage, if available in Southern Oregon. At least one alternative offered shall include a Health Reimbursement Account (HRA) with an annually defined contribution amount.

11.2 Retirement Insurance. All employees hired on or before October 5, 2000, who meet PERS requirements for retirement and elect to retire from City employment and immediately upon retirement commence receiving benefits from PERS may be eligible for continued family medical insurance coverage (Coverage) under the City's current group medical insurance program (Program). The Coverage will continue for 48 calendar months from date of retirement until such time as the retiree dies, or reaches Medicare eligibility, or enters employment where insurance is provided, or within 18 months of retirement applies for and is paid unemployment compensation.

All employees hired after October 5, 2000, will be eligible for 50% City paid medical and prescription benefits for six months only following retirement.

All employees hired after January 1, 2007, who are eligible for COBRA benefits at time of retirement, may utilize that benefit, at totally their own cost.

To be eligible for coverage the employee must not be eligible for Medicare at the time of retirement.

The employee shall be responsible for the portion of the monthly premium in accord with the manner in which the premium was shared between the City and the employee at their time of retirement.

A. Obligation To Pay Premiums is Exclusive. It is understood the City's only obligation is to pay for premiums on any of the insurance policies. No claim shall be made against the City as a result of denial of benefits by the insurance company.

B. The City shall provide life insurance in the amount of one times the employee's annual salary to each employee.

11.3 Continuation of Hospital and Life Insurance Coverage Benefits for Permanently Disabled Employees.

1. Any employee permanently disabled and retired from City employment before age 65 will continue to receive life insurance benefits provided by

the City for those in the employee classification until the employee reaches age 65.

2. The same life insurance benefits are extended, at the option of and at the expense of the employee, to the dependents of the permanently disabled employee until the employee reaches age 65.
3. The Health Insurance premium for any employee who has been continuously employed on permanent basis for twelve consecutive months or longer who becomes totally and permanently disabled shall, two months after the determination of such disability, be waived for the period of total and permanent disability commencing two months after such determination, but not to exceed six months up to the designated cap. During the period of waiver the employee and covered eligible dependents shall be entitled to all benefits of this contract as if premium was being paid. Upon conclusion of such disability or the six-month period, whichever occurs first, the employee and/or covered dependents may convert to whatever plan is being offered as a conversion policy by the City's insurance carrier.

11.4 Public Employees Retirement System. The City shall continue to participate in the State Public Employee Retirement System or its successor as determined by the State of Oregon. Effective July 1, 2007, the employee's 6% contribution to the retirement system shall be paid by the City.

11.5 Worker's Compensation. Each employee will be insured under the provisions of the Oregon State Worker's Compensation Act.

## ARTICLE XII - SENIORITY

12.1 Definition of Seniority. Only regular employees shall have seniority. Seniority shall be achieved following completion of the trial period of one year and shall thereafter be established as the employee's length of continuous service in the employee's job classification and length of continuous service from last date of hire in the bargaining unit. Seniority shall be broken or terminated if an employee:

1. Quits.
2. Is discharged for just cause.
3. Is laid off and fails to respond to written notice as provided in Article XII, Section 12.3.
4. Is laid off from work for any reason for 12 months.
5. Fails to report to work at the termination of a leave of absence.
6. While on leave of absence accepts employment without permission.
7. Is retired.

Seniority shall apply by classification in the matter of layoff, recall, vacation, and compensation days off. In cases where employees were hired on the same

date, seniority order shall be determined by the date of tentative offer.

12.2 New Employees. Every new employee hired into the bargaining unit shall serve a trial service period of 12 full months. The Union recognizes the right of the City to terminate trial employees for any reason, with or without cause, and any such termination shall not constitute a violation of this contract.

12.3 Seniority List. Exhibit "D" is a listing of all current employees within the bargaining unit and their respective seniority order and date of hire. (The seniority list is to be updated annually as part of this Agreement.) (January 1)

12.4 Seniority for Promoted Employees. Employees who promote to a City position out of the bargaining unit shall have the opportunity to resign and return to their previously held position within the six-month trial service period. City shall not fill the promoted employee's position for the six-month period and shall allow the employee to return. Return to the bargaining unit shall be without loss of seniority, with the exception of time served in the promoted position.

Firefighters that promote to the position of Corporal shall serve a six-month trial service period.

### ARTICLE XIII - LAYOFF AND RECALL

13.1 Layoff and Recall. Layoff shall be in reverse order of seniority in job classification. Employees not qualified to perform necessary job requirements may be laid off out of seniority. Recall of laid off employees shall be the reverse of the layoff procedure. For the purposes of this section, determination of whether or not a senior employee is qualified will be determined by whether or not that employee possesses the demonstrated skill, ability, physical fitness, and experience necessary to perform the work.

When personnel reductions are made by the City, the following events shall occur so long as the rank of Corporal exists:

- a. All but three of the firefighters shall be laid off first in reverse seniority order.
- b. Each additional layoff shall be determined by seniority within the bargaining unit. Each additional layoff shall cause the rank reduction of one Corporal to firefighter, and the least senior of the two shall be the person laid off.

13.2 Notice of Recall from Layoff Status. Notice of an employee of recall from layoff shall be made by certified mail sent to the last address provided to the City by the employee. The employee shall have 5 days to return to work from the date of receipt of mail notifying that employee of the employee's recall from a layoff status or the employee will forfeit all seniority.

## ARTICLE XIV - DISCIPLINE AND DISCHARGE

14.1 Discipline. No regular employee as defined in Article I, Recognition, Section 1.1, may be disciplined or discharged except for just cause. Except as outlined in Section 14.3, below, discipline shall be progressive in nature beginning with a written warning notice or written reprimand. This section shall not be construed to prohibit or abridge the City's right to oral reprimand. Any such written warning notice or reprimand shall specify the misconduct from which the written warning or reprimand was given, and if applicable shall also specify any specific departmental rule, regulations, or policies violated.

Disciplinary action consisting of a written warning notice or reprimand must be taken within 10 calendar days of the date that the City first has knowledge of the complaint giving rise to the disciplinary action unless the City first notified the employee that the employee's actions are under investigation for possible disciplinary action. A copy of such disciplinary action if made shall be given without delay to the Union and the employee involved.

14.2 Form of Discipline. Disciplinary action for just cause shall be limited to the following:

- (a) Written warning notice or reprimand.
- (b) Suspension without pay\*.
- (c) Discharge.

\* The City may allow employees to utilize holiday compensation to compensate for suspension without pay.

14.3 Imposition. Disciplinary action may be imposed without warning notice or written reprimand when the reason for disciplinary action is such that failure to take immediate action would not be reasonable and prudent. Immediate action will be considered reasonable in matters exemplified by but not limited to possession or under the influence of intoxicants or drugs, fighting or dishonesty.

In such cases where immediate disciplinary action is taken the employee may be suspended immediately while the charges are investigated and a decision is made as to the type of disciplinary action to be imposed. The City will not take an unreasonable length of time to investigate and make a determination in the matter pending before it. If the employee is cleared of the charges by the City, the affected employee will be reinstated immediately without loss of pay or other benefits. In the case where discharge, demotion, or reduction in pay is the disciplinary action imposed following the investigation of the City, the effective date will be the date of suspension.

An employee will be allowed a Union representative at all disciplinary meetings or hearings. The City will give an employee 72 hours notice of an impending disciplinary meeting or hearing.

14.4 Manner of Imposition. The City, in disciplining an employee, shall make a reasonable effort to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

14.5 Trial Service Employee. A trial employee, as defined in Article XII, Seniority, Section 12.2, New Employees, may be discharged with or without cause.

14.6 Notice of Discipline or Discharge. A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file which shall be maintained by the City Manager or designee. Both the Union and the employee shall receive prompt written notice of any disciplinary action taken; such notice shall include the full written record of such action, the specific charges or offenses including references to written rules and regulations, and type of penalty.

14.7 Grievances. Any disciplinary action imposed upon an employee, if protested, shall be protested only as a grievance through the grievance procedure, Article XV.

## ARTICLE XV - SETTLEMENT OF DISPUTES

15.1 Grievance and Arbitration Procedure. The City and the Union agree that any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

Step I. The affected employee and/or the Union shall take up the grievance or dispute with the employee's immediate supervisor within 10 calendar days after the grievant becomes aware of its occurrence. The immediate supervisor shall then attempt to adjust the matter or give an answer within 10 calendar days. The Union has the right to be present at all steps of the grievance procedure.

Step II. If the grievance has not been settled between the grievant and the immediate supervisor it may be presented in writing by the Union to the Department Director within 10 calendar days after the response specified in Step I is due. The written notice shall include the details of the grievance, the section of this Agreement allegedly violated, and the specific remedy requested. The Department Director shall respond to the Union in writing within 7 calendar days after receipt thereof.

Step III. If the grievance still remains unadjusted to the grievant's satisfaction, it may be presented by the Union to the City Manager, within 7 calendar days after the response specified in Step II is due. The City Manager shall respond in writing to the Union within 7 calendar days after the receipt thereof.

Step IV. If the grievance is still unsettled, either party may within 10 calendar days of the decision of the City Manager or his designee(s) under Step III have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to

agree upon an arbitrator, the State Conciliation Service shall be requested to submit a list of seven arbitrators who reside or maintain offices in Oregon or Washington. The moving party shall strike first. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within 30 days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the agreement, but shall be limited to consideration of the particular issues(s) presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the agreement and such decision shall be final and binding on all parties. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

15.2 Time Limitation of Filing. The parties to this Agreement shall be bound by the time limits contained in this Article, Section 15.1, above. If either party fails to comply with or follow the time limits, the following shall result: (The grievance will be considered to have been presented or forwarded within the time limits so long as the mailing of such action by certified mail was within the time limits specified.)

- a. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- b. If the City fails to respond in a timely fashion, the grievance may be appealed to the next step.

## ARTICLE XVI - STRIKES AND LOCKOUTS

16.1 No Lockouts. There will be no lockout of employees in the unit by the City as a consequence of any dispute arising during the period of this Agreement.

16.2 No Strikes. The Union and its members as individuals or as a group, will not initiate, cause, permit, or participate, or join in any strike, work stoppage, or a slowdown, picketing, or any other restriction of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor Union when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

16.3 Return to Work. In the event of a strike, work stoppage, slow-down, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in 16.2 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance provision of this Agreement.

## ARTICLE XVII - PERSONNEL FILE

17.1 Maintenance. The City Manager or designee shall maintain the personnel file.

17.2 Notice of File Contents. Each employee shall read and sign all written material that is placed in the employee's personnel file following the employee's date of hire. This will include disciplinary action, merit or job evaluations, letters of commendation, etc.

Signing will not necessarily indicate agreement with the contents of the item signed.

17.3 Response. An employee and/or the Union may respond in writing to any item placed in the employee's personnel file and said response shall become a part of said file after it has been initialed by the City Manager or the City Manager's designee.

A written warning shall be removed from the employee's personnel file after 18 months at the request of the employee.

17.4 Copies. Employees shall have the right, upon request to review and obtain, at their own expense, copies of the contents of their personnel file exclusive of materials placed in the file or received by the City prior to the employee's date of hire.

## ARTICLE XVIII - MILEAGE AND PER DIEM

18.1 Mileage. Employees authorized or required by the City to report for special duty such as schools, conferences, training, court appearances, legislative hearings, etc., requiring the use of the employee's personal automobile for transportation to such location shall be compensated for the mileage at not less than that rate set by the Internal Revenue Service.

18.2 Per Diem. When an employee's duties require the employee to travel outside the City, the City agrees to reimburse the employee in accordance with City travel policy.

18.3 Other Transportation. When an employee is required or authorized to use



public transportation other than the employee's private vehicle such as air, train, bus, taxi, etc., the actual expenses including taxes and other charges shall be advanced the employee if possible and if not advanced, shall be reimbursed to the employee upon presentation of receipts to the City.

## ARTICLE XIX - GENERAL PROVISIONS

19.1 Information. Either party to this Agreement will provide single copies of information which is a matter of public record, to the other party upon request.

19.2 Safety. The City is committed to adequate levels of safety within the Fire Services and will comply with all applicable safety regulations.

All employees will be offered inoculation for Hepatitis B.

19.3 Uniform, Clothing, and Equipment. Uniforms, including work boots and other protective clothing or safety wear and equipment required for an employee by law or by the City shall be provided by the City. Employees' work boots will be identified as City property and worn on duty only. Employees thus provided shall wear such uniforms, other protective clothing, and safety wear, or use any such protective clothing, uniforms, or safety wear provided by the City save and except on the job. Employees shall maintain uniforms and equipment supplied by the City.

19.4 Working Out of Classification. Any Fire Engineer or Fire Lieutenant who is qualified for, assigned the responsibilities, and carries out the duties of higher rank for a minimum of 24 hours, shall be paid 5% above the employee's base hourly wage when assigned those responsibilities.

19.5 Other Employment. Outside employment shall be permitted under the criteria listed below. To deny outside employment the City must find that it violates one of the following criteria:

- a. That such employment is in conflict with the interest of City employment;
- b. That such employment detracts from the efficiency of the employee in the employee's City work;
- c. That such employment is a discredit to the City employment; or
- d. That such employment takes preference over the requirements of City employment.

19.6 Shift Trading and Trading of Days Off. Shift trade and trading of days off between employees shall be permitted so long as the affected supervisors are given 24 hours advance notice. Notice of a lesser time will be permitted when approved by the immediate shift supervisor. Such approval shall not unreasonably be withheld. The City shall not be liable for any overtime resulting from such trades.

19.7 Job Descriptions. The City shall maintain written job descriptions that shall include titles and written specifications for various positions. Job titles shall refer to a specific position and not to an individual. Each position shall have a specification

that includes a concise descriptive title, a description of responsibilities, and a statement of the minimum or desirable qualifications for each position. Job descriptions shall relate only to the type of work done by each class, i.e., Firefighter, Corporal, and Fire Inspector. The City shall forward to the Union any changes in the job descriptions of the classifications covered by this Agreement.

19.8 Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement. All work rules which have been or shall be, will be reduced to writing, and will be furnished to the Union and to affected employees. It is further agreed that if modification of work rules covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of 7 consecutive days prior to implementation. The City shall provide an opportunity to meet and confer with the Union prior to the implementation of such proposed modification to such work rules which are covered by specific provisions of this Agreement.

19.9 Supervisory Employees. It is understood that supervisory employees not covered under this agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency, or for purposes of instruction or training, or where the complement of regular employees is temporarily reduced by reason of absence of any employee due to illness or other legitimate reasons, or where the work load is temporarily increased.

19.10 Prevailing Rights. Hours, wages, and conditions of employment enjoyed by employees at the present times which have been established since January 1, 1979 and are not included in this Agreement but have not been discussed during negotiations, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent; nor shall any employee receiving more than the contractual wage scale or enjoying more favorable working conditions than provided for in this Agreement suffer a reduction by reason of execution of this Agreement. The signing of this Agreement shall not result in the lowering of any existing working conditions except as provided herein.

19.11 Physical Fitness Standards. An annual physical fitness test for all employees will be given in the month of May. The physical requirements shall be reasonably related to the physical requirements of being a firefighter and is as set out in Exhibit "E". Employees failing to pass the test will be given 90 days to meet the standards and be retested. If employee fails to pass the test the second time an additional 90 days will be given to meet the standards and be retested. The fire employee will be tested a third time, and if the test is failed, the City will have cause for discharge. An employee who successfully passes the test on the second and or third attempt can have no more that 5 (five) failures in 3 (three) calendar years. Attempting the test and not passing it and failing to participate in a scheduled test will each be counted as failures. Five failures will result in the City having cause for discharge.

19.12 Residency Requirement. Employees shall live within 45 minutes of the Hillcrest, Parkway or Redwood Public Safety Station as calculated by department policy.

## ARTICLE XX - FUNDING

20.1 The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. The City shall not reduce the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request or voter approval thereof.

## ARTICLE XXI - SAVINGS CLAUSE

21.1 If any provision of this Agreement is or becomes in contravention of the laws, or regulations of the United States, or State of Oregon, the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions to this Agreement shall continue in full force and effect. The provision being in contravention of such laws or regulations shall be renegotiated by the parties in order that there will be no such contravention. If the parties are unable to renegotiate, the matter will be settled as a grievance at Step IV and the arbitrator shall have authority to legislate a new provision.

## ARTICLE XXII - TERMS OF AGREEMENT

22.1 This Agreement shall be effective as of the 1st day of January, 2016 and except as amended or modified, shall remain in full force and effect until December 31, 2017.

- A. This Agreement shall be automatically renewed from year to year thereafter unless either the Union or the City desires to amend or renegotiate this Agreement and so notifies the other party in writing by August 1<sup>st</sup> of the year in which the contract expires.
- B. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

## ARTICLE XXIII - EXECUTION/SIGNATURES

Executed this \_\_\_\_\_ day of November 2015, at Grants Pass, Oregon, by the undersigned officers by the authority of and on behalf of the City of Grants Pass, Oregon, and International Association of Firefighters Local 3564.

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 3564

CITY OF GRANTS PASS, OREGON

\_\_\_\_\_  
Jeremy Petronella  
President

\_\_\_\_\_  
Aaron K. Cubic  
City Manager

Exhibit "A-1"  
 Firefighters Salary Schedule  
 January 1, 2016 through classification placement

| Job Title             | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   | Step 7   |
|-----------------------|----------|----------|----------|----------|----------|----------|----------|
| <b>Firefighter</b>    |          |          |          |          |          |          |          |
| Monthly               | 4,246.00 | 4,458.00 | 4,681.00 | 4,915.00 | 5,161.00 | 5,419.00 | 5,790.00 |
| Bi-Weekly             | 1,960.00 | 2,057.44 | 2,160.48 | 2,268.00 | 2,382.24 | 2,500.96 | 2,672.32 |
| 56-hour Week          | 17.50    | 18.37    | 19.29    | 20.25    | 21.27    | 22.33    | 23.86    |
| 40-hour Week          | 24.50    | 25.72    | 27.01    | 28.36    | 29.78    | 31.26    | 33.40    |
| <b>Fire Inspector</b> |          |          |          |          |          |          |          |
| Monthly               | 4,788.00 | 5,027.00 | 5,278.00 | 5,542.00 | 5,819.00 | 6,110.00 |          |
| Bi-Weekly             | 2,209.60 | 2,320.08 | 2,436.08 | 2,557.88 | 2,685.77 | 2,820.06 |          |
| 40-hour Week          | 27.62    | 29.00    | 30.45    | 31.97    | 33.57    | 35.25    |          |
| <b>Fire Corporal</b>  |          |          |          |          |          |          |          |
| Monthly               | 4,818.00 | 5,059.00 | 5,312.00 | 5,578.00 | 5,857.00 | 6,150.00 | 6,558.00 |
| Bi-Weekly             | 2,224.00 | 2,335.20 | 2,451.68 | 2,574.88 | 2,703.68 | 2,838.08 | 3,026.24 |
| 56-hour Week          | 19.85    | 20.85    | 21.89    | 22.99    | 24.14    | 25.34    | 27.02    |
| 40-hour Week          | 27.80    | 29.19    | 30.65    | 32.18    | 33.79    | 35.48    | 37.83    |

Exhibit "A-2"  
Salary Schedule  
Effective upon placement in classification – December 31, 2016

| <b>Job Title</b>       | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Firefighter</b>     |               |               |               |               |               |               |
| Monthly                | 4,388.00      | 4,607.00      | 4,837.00      | 5,079.00      | 5,333.00      | 5,600.00      |
| Bi-Weekly              | 2,025.60      | 2,125.76      | 2,232.16      | 2,344.16      | 2,461.76      | 2,584.96      |
| 56-hour Week           | 18.08         | 18.98         | 19.93         | 20.93         | 21.98         | 23.08         |
| 40-hour Week           | 25.32         | 26.58         | 27.91         | 29.30         | 30.77         | 32.31         |
| <b>Fire Engineer</b>   |               |               |               |               |               |               |
| Monthly                | 4,771.00      | 5,010.00      | 5,261.00      | 5,524.00      | 5,800.00      | 6,090.00      |
| Bi-Weekly              | 2,202.40      | 2,312.80      | 2,428.16      | 2,549.12      | 2,676.80      | 2,811.20      |
| 56-hour Week           | 19.66         | 20.65         | 21.68         | 22.76         | 23.90         | 25.10         |
| 40-hour Week           | 27.53         | 28.90         | 30.35         | 31.87         | 33.46         | 35.13         |
| <b>Fire Lieutenant</b> |               |               |               |               |               |               |
| Monthly                | 4,998.00      | 5,248.00      | 5,510.00      | 5,786.00      | 6,075.00      | 6,379.00      |
| Bi-Weekly              | 2,306.40      | 2,422.56      | 2,543.52      | 2,670.08      | 2,803.36      | 2,944.48      |
| 56-hour Week           | 20.60         | 21.63         | 22.71         | 23.84         | 25.03         | 26.29         |
| 40-hour Week           | 28.83         | 30.28         | 31.79         | 33.38         | 35.05         | 36.80         |
| <b>Fire Inspector</b>  |               |               |               |               |               |               |
| Monthly                | 4,788.00      | 5,027.00      | 5,278.00      | 5,542.00      | 5,819.00      | 6,110.00      |
| Bi-Weekly              | 2,209.60      | 2,320.08      | 2,436.08      | 2,557.88      | 2,685.77      | 2,820.06      |
| 40-hour Week           | 27.62         | 29.00         | 30.45         | 31.97         | 33.57         | 35.25         |

New pay structure is effective at time of placement in classification. The current pay structure (Exhibit A-1) will remain in place with no change in compensation pending completion of the placement processes.

New job descriptions to be created by the City. The new job descriptions will be provided to the City Manager for review and approval within 45 days of the signing of this agreement.

A policy defining qualifications for eligibility for working out of classification will be created and provided to the Union within 45 days of the signing of this agreement.

A competitive placement process for Fire Lieutenant will take place no later than 75 days of the signing of this agreement.

A competitive placement process for Fire Engineer will take place no later than 30 days from selection of the Fire Lieutenant positions.

Employee will be placed at the step closest to his current wage that provides an increase or will remain at his current wage when his current wage exceeds the new salary range. The current

wage for employees who exceed the new salary range will not include any prior Apparatus Operator or Company Officer assignment pays.

Placement is not considered a promotional process as this is a new structure. Placement of Fire Engineer will include the Apparatus Operator incentive where applicable as part of the current wage for placement purposes on the salary range. Current wage, for purposes of placement, will include the Fire Ground Leader incentive where applicable.

Two Corporal positions will be converted to Lieutenant without a loss of pay.

No pay adjustments will be made to employees who exceed their position salary range during the term of this agreement.

Exhibit "A-3"  
Salary Schedule  
January 1, 2017 – December 31, 2017

1% wage increase

| Job Title              | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   | Step 6   |
|------------------------|----------|----------|----------|----------|----------|----------|
| <b>Firefighter</b>     | 4,388    |          |          |          |          |          |
| Monthly                | 4,432.00 | 4,654.00 | 4,887.00 | 5,131.00 | 5,388.00 | 5,657.00 |
| Bi-Weekly              | 2,045.60 | 2,148.16 | 2,255.68 | 2,367.68 | 2,486.40 | 2,610.72 |
| 56-hour Week           | 18.26    | 19.18    | 20.14    | 21.14    | 22.20    | 23.31    |
| 40-hour Week           | 25.57    | 26.85    | 28.19    | 29.60    | 31.08    | 32.64    |
| <b>Fire Engineer</b>   | 4,771    |          |          |          |          |          |
| Monthly                | 4,819.00 | 5,060.00 | 5,313.00 | 5,579.00 | 5,858.00 | 6,151.00 |
| Bi-Weekly              | 2,224.00 | 2,335.20 | 2,451.68 | 2,574.88 | 2,703.68 | 2,839.20 |
| 56-hour Week           | 19.86    | 20.85    | 21.89    | 22.99    | 24.14    | 25.35    |
| 40-hour Week           | 27.80    | 29.19    | 30.65    | 32.19    | 33.80    | 35.49    |
| <b>Fire Lieutenant</b> | 4,998    |          |          |          |          |          |
| Monthly                | 5,048.00 | 5,300.00 | 5,565.00 | 5,843.00 | 6,135.00 | 6,442.00 |
| Bi-Weekly              | 2,329.60 | 2,446.08 | 2,568.16 | 2,696.96 | 2,831.36 | 2,973.60 |
| 56-hour Week           | 20.80    | 21.84    | 22.93    | 24.08    | 25.28    | 26.55    |
| 40-hour Week           | 29.12    | 30.58    | 32.11    | 33.71    | 35.39    | 37.17    |
| <b>Fire Inspector</b>  | 4,788    |          |          |          |          |          |
| Monthly                | 4,836.00 | 5,078.00 | 5,332.00 | 5,599.00 | 5,879.00 | 6,173.00 |
| Bi-Weekly              | 2,232.00 | 2,343.60 | 2,460.78 | 2,583.82 | 2,713.01 | 2,848.66 |
| 40-hour Week           | 27.90    | 29.30    | 30.76    | 32.30    | 33.92    | 35.61    |



## EXHIBIT "B"

### STEP SCHEDULE ELIGIBILITY FOR STEP INCREASES

#### STEP ONE

This is entry level.

#### STEP TWO

Requires one-year satisfactory performance at step one.

#### STEP THREE

Requires one-year satisfactory performance at step two.

#### STEP FOUR

Requires one-year satisfactory performance at step three.

#### STEP FIVE

Requires one-year satisfactory performance at step four.

#### STEP SIX

Requires one-year satisfactory performance at step five.

#### Evaluations

Any member whose rating is more than 90 days out of cycle shall be considered to have completed an evaluation with an overall rating of "effectively meets standards".

## EXHIBIT "C"

### CONVERSION TO HOURLY RATE

$$\frac{\text{Bi-Weekly rate}}{112 \text{ hours}} = \text{Hourly rate for firefighter on a shift schedule.}$$

**EXHIBIT "D"**  
**GRANTS PASS PUBLIC SAFETY DEPARTMENT**  
**FIRE SERVICES Seniority List**

| <b>Firefighters</b> | <b>Job Classification<br/>Seniority Date</b> | <b>Date Of Hire</b> | <b>Adjusted D.O.H.<br/>For Purposes Of<br/>Vacation Accrual +</b> |
|---------------------|--|---------------------|---|
| Ownbey, Vincent     | 10/02/95                                     | Same                |   |
| Dirling, Raymond    | 12/15/97                                     | Same                |   |
| Stacy, Timothy      | 01/29/01                                     | Same                |   |
| Fazio, Michael      | 04/02/01                                     | Same                |   |
| Petronella, Jeremy  | 09/17/01                                     | Same                |   |
| Miller, Justin      | 09/17/01                                     | Same                |   |
| Nelson, Wayne       | 4/21/03                                      | Same                |   |
| McIntosh, Casey     | 06/07/04                                     | Same                |   |
| Goodboe, Edward     | 08/22/05                                     | Same                |   |
| Adamo, Martin       | 07/16/07                                     | Same                |   |
| Vavrock, Eric       | 11/13/07                                     | Same                |   |
| Wostenberg, Jesse   | 12/10/07                                     | Same                |   |
| Hebert, Joe         | 9/28/09                                      | Same                |   |
| Nelson, Tyler       | 9/28/09                                      | Same                |   |
| Miller, Kristopher  | 10/11/10                                     | Same                |   |
| Marsh, Travis       | 10/11/10                                     | Same                |   |
| Cunningham, Elijah  | 01/30/12                                     | Same                |   |
| Jones, Brandon      | 02/07/12                                     | Same                |   |
| Rigaud, Brandon     | 04/02/12                                     | Same                |   |
| Willits, Ryan       | 05/29/12                                     | Same                |   |

**Fire Corporals**

|                  |          |          |  |
|------------------|----------|----------|--|
| Strickland, Tony | 11/26/02 | 08/01/94 |  |
| Fox, Cory        | 01/14/05 | 09/07/98 |  |
|                  |          |          |  |

**Fire Inspector**

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

## EXHIBIT "E"

# Firefighter Physical Ability Examination

## TEST PREPARATION

The following suggestions should help you prepare yourself physically for the test:

- Avoid junk food and maintain a well-balanced diet for several days before the test.
- Avoid tranquilizers and stimulants such as caffeinated beverages, especially on the day of the test.
- Get a good night's sleep before the test.
- Do not drink a lot of liquids or eat a large meal before the test.
- Avoid alcohol several days prior to and especially on the day of the test.

On the day of testing, all applicants are required to wear:

- Long pants (shorts are not allowed for safety reasons)
- Sport shoes
- Other gear will be provided by the department

**PLEASE NOTE: YOU WILL NOT BE ALLOWED TO PARTICIPATE IN THE EXAMINATION IF YOU ARE NOT WEARING LONG PANTS (e.g., jeans, sweats).**

## DESCRIPTION OF THE TEST

An orientation and walk through will be given by a test administrator to all applicants prior to the actual examination. Applicants must fully understand what is expected of them before being allowed to take the test. All events must be performed safely and as designated.

The test is composed of the following events:

### *Un-timed Events*

1. Claustrophobia Crawl: Applicants will be led to the entrance of a doorway where they will grab on to a section of rope. With a darkened facemask covering the eyes, applicants must follow the rope through to the other side of a dark room. **Letting go of the rope will result in disqualification.** Maintaining a grip on the rope is important when fighting fires so one does not get lost in a smoky building. The Grants Pass Fire Department requires applicants to maintain a grip on the rope at all times. Applicants will be advised they may encounter obstacles along the way and that if this happens, they are to maneuver around or over all obstacles. When passage to the other side of the room has been completed, applicants will be permitted to remove the darkened mask.
2. Aerial Climb: The fire department's aerial apparatus will be extended 75 feet off the ground at an angle of 70 degrees. A belay line will be strung through the top rung of the ladder to serve as a safety line. Applicants will be tethered to the belay line and will, upon instruction, ascend and descend the ladder without stopping. Applicants shall be considered to have reached the top of the ladder when they can place both hands on the top rung. Applicants will be given plenty of time to complete the aerial climb event.

### *Timed Events*

During the sequence of timed events, it is extremely important to pace yourself. Over-exerting yourself early in the test may reduce the amount of energy you have left for exercises at the end of the test, such as the victim rescue. **Applicants are not allowed to run between events since this is usually not permitted on the training ground and on the job. However, you may walk at a brisk pace during the examination.**

3. Hose Drag: Timing starts with this event. Once the aerial climb has been completed successfully, applicants will pull a 5 inch supply hose with a coupling attached a distance of 50 feet and set it on the ground. The end of the hose may be placed over a shoulder or grasped with both hands. The hose will be pre-arranged on the ground in a similar pattern for each applicant.
4. Cap Loosening: Applicants will then go to a hydrant whose steamer cap has been torqued to approximately 135 foot pounds of torque. Applicants will loosen the cap with a hydrant wrench attached to the front nut of the steamer cap. The applicant shall turn the cap nut counterclockwise for about a half a turn. After each applicant, the cap will be retightened to approximately 135 foot pounds of torque.
5. Charged Hose Advance: The applicant will pick up the nozzle and move a 1 3/4 inch charged (i.e. filled with water) hose for a distance of 75 feet and set the nozzle on the ground. The end of the hose may be placed over a shoulder or grasped with both hands. The hose will be pre-arranged on the ground in a similar pattern for each applicant.
6. PPV Carry: After advancing the hose line, the applicant will pick up a positive pressure ventilation fan (PPV), carry it a distance of approximately 25 feet and set it on the ground.
7. Ladder Extension: The applicant will then pull the halyard rope until the ladder is fully extended, as confirmed by a test monitor. Applicants must raise the halyard using a hand-over-hand motion and they have to control the lowering of the ladder using a hand-over-hand motion. If applicants drop the ladder, they must repeat the event from the beginning.
8. Stair Climb: After raising and lowering the ladder, the applicant will pick up the hose pack and carry it up a single flight of stairs, place both feet on the second floor landing, turn and descend the stairs, placing both feet on the ground floor, turn and repeat for a total of three ascents and descents while carrying the hose pack. Upon descending the stairs for the third time the candidate will **set** the hose pack on the ground. The applicant will perform this exercise by maintaining control of the hose bundle in an under arm or over shoulder fashion. The applicant is not allowed to skip steps during the ascent or decent portion of the test.
9. Victim Rescue: The applicant will grasp a dummy weighing approximately 150 pounds and drag (not carry) the dummy a distance of 75 feet whereupon timing of the events will stop. The applicant may grasp the dummy by whatever means necessary without the aid of any extra equipment. The dummy shall be dragged head first.

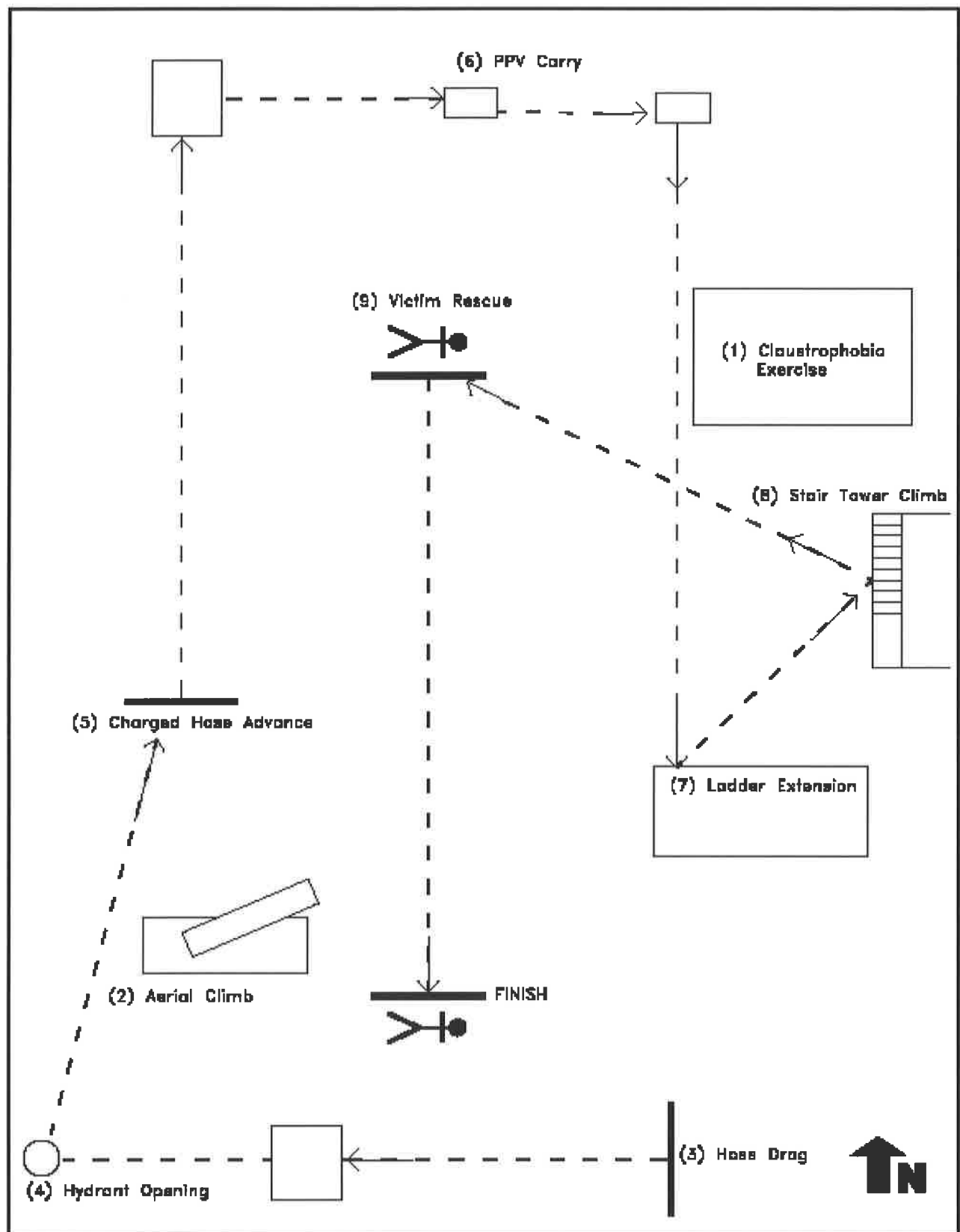
#### *Additional Information*

1. The examination will be administered only as weather permits.
2. Before testing begins, conserve energy by sitting and waiting for your turn. The examination is physically demanding and you will need your energy. You may want to stretch your muscles, but do not overexert yourself.
3. Before beginning the test, each applicant will try on the Self Contained Breathing Apparatus (SCBA) and adjust the straps as necessary to ensure it is comfortable. A test monitor will be present to assist with any equipment adjustments.
4. Bunker coat and helmet, which are provided, shall be worn throughout the course of the examination. In addition, applicants are required to wear long pants (e.g. jeans, sweats) and encouraged to wear sport shoes. Applicants are not permitted to wear shorts.

5. The test begins with two un-timed exercises. These are the aerial climb and the claustrophobia crawl. Applicants unable to successfully complete either of these exercises will not be allowed to continue with the testing process.

Applicants able to complete the entire sequence of exercises successfully within 4 minutes and 48 seconds pass the test. In accordance with the Civil Rights Act of 1991, a single cut-off score is used for applicants of both genders and for all ethnicities.

On the following page is a map illustrating the entire test sequence.





# EXHIBIT B

## CITY OF GRANTS PASS, OREGON CLASS SPECIFICATION

### FIRE LIEUTENANT

|  |  |                              |
|--|--|------------------------------|
| <b><u>FLSA STATUS:</u></b><br>Non-Exempt | <b><u>SALARY RANGE:</u></b><br>Fire Lieutenant | <b><u>GROUP:</u></b><br>IAFF |
|--|--|------------------------------|

#### **CLASS SUMMARY:**

Provide task leadership, training, and performance evaluation for Fire personnel. Implement program objectives. Assist in the development of performance standards, and coordinate training programs. Assist Battalion or Division Chief in personnel supervision and program planning and management. Manage the operations of a Fire Station and/or program. Manage routine maintenance of Department's physical assets. These tasks are illustrative only and may include other related duties.

**TYPICAL CLASS ESSENTIAL DUTIES:** These duties are a representative sample; position assignments may vary.

- All Lieutenants perform some or all of the following essential functions depending upon assignment. Time devoted to each function may vary according to assignment, shift, or department needs.
- Performs all essential functions of the Firefighter and/or Engineer position.
- Provides task leadership for Fire team; supervises non-emergency/routine activities. Attempts to resolve concerns at lowest level.
- Provides direction and supervision at emergency scene in absence of Battalion Chief. May be assigned as acting Battalion Chief if eligible.
- Assists in the development and implementation of work program objectives and preparation of department reports and records. Provides training and job development to Department personnel on related medical and fire topics.
- Ensures adequate supervision and safety of paid and student personnel on Fire/EMS teams. Prepares annual performance evaluations and assists with staff development.
- Acts as a liaison between Battalion Chiefs, Division Chiefs, Firefighters, Fire Engineers and Student Firefighters. Works to resolve problems within the Fire team.
- Manages routine maintenance of physical assets and provide recommendations for program and Department budgets and planning.
- Provides uniformity of procedures by developing, updating, and/or implementing lesson plans.
- Implements performance standards for the evaluation of fire personnel. Coordinates and supervises technical training of personnel.





## CITY OF GRANTS PASS, OREGON CLASS SPECIFICATION

### FIRE LIEUTENANT

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- Performs fire and life safety inspections of residential, commercial, industrial, and related occupancies located within the assigned station area. Completes the fire inspection reports and maintains the inspection folders as outlined in the Department Operating Guidelines.
  - Promotes effective public fire prevention education activities such as, but not limited to, fire station tours and equipment demonstrations, school and civic organization presentations, and support services to the Juvenile Fire Setting Diversion Program.
  - Specific assignments may include, but are not limited to, the following additional essential functions: manages a fire station operations, including facilities, equipment, and personnel; oversees the student program; monitors and evaluates volunteer performance; presents training to Fire Rescue personnel; and public presentations.
  - Provides leadership for emergency fire, hazmat and emergency medical response teams. Supervises non-emergency routine activities. Assists in the development and implementation of work program objectives. Runs the daily functions of a fire company. Manages routine maintenance of physical assets.
- 

#### **Training and Experience** (positions in this class require):

A high school diploma or equivalent is required with formal education and/or specialized training in emergency services or a job-related field, and three years firefighting experience; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above. An Associate's degree or higher is preferred.

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#### **Licensing Requirements** (positions in this class require):

- Valid driver's license, with the ability to attain a Class C Oregon Driver's License within 30 days of employment, a minimum of 3 years licensed driving experience, and a driving record that meets the standards set by the City of Grant Pass
- Valid State of Oregon Emergency Medical Technician Basic certification or higher
- NFPA Fire Officer I certification or equivalent by end of probationary period
- Advanced Interface Firefighter certification, S-215 Single Resource Boss and ICS 700,800 and 300 or equivalent by end of probationary period
- Intra-departmental Company Officer course, desirable

#### **Special Requirements**

- Must successfully meet the physical demands of duties in accordance with NFPA Standard 1582;
  - Must successfully pass a comprehensive background investigation including criminal history check;
  - Demonstrable commitment to promoting and enhancing diversity;
  - Demonstrable commitment to sustainability required; and
  - The individual shall not pose a direct threat to the health or safety of the individual or others in the workplace.
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## CITY OF GRANTS PASS, OREGON CLASS SPECIFICATION

### FIRE LIEUTENANT

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#### **Knowledge** (positions in this class typically require):

Knowledge of:

- Ability to perform the essential functions and maintain all skills required of a Firefighter EMT and/or Engineer;
  - Ability to instruct, evaluate, mediate, and motivate subordinates;
  - Incident command control strategy and tactics;
  - Mastery level of knowledge of the City of Grants Pass, including emergency routes, street names/locations, hydrant locations, fire department connections, and target hazard/building locations;
  - Knowledge, understanding and the ability to implement City and Department policies and objectives with minimal direct supervision;
  - Emergency vehicle operation, tactical driving methods, and defensive driving techniques;
  - Fire service safety practices;
  - Technical report writing;
  - Building construction as related to structural fire response and rescue;
  - Ability to get along well with coworkers and other agencies, and to maintain effective work relationships;
  - Ability to use a computer to perform the essential functions of the position; and
  - Adherence to knowledge, health, and physical fitness standards established by the Grants Pass Public Safety Department.
- 

#### **Skills** (positions in this class typically require):

Skill in:

- Applying principles and techniques of modern firefighting prevention, suppression, and investigation;
  - Incident command;
  - Analyzing, prioritizing and organizing tasks under pressure;
  - Applying basic supervision theories and practices;
  - Providing basic emergency medical services;
  - Mechanical aptitude;
  - Multi-tasking and decision making while under pressure and/or stress;
  - Safely and skillfully using firefighting tools and equipment;
  - Providing positive, effective leadership to staff;
  - Instructing classes, and developing and leading training activities;
  - Building and maintaining effective working relationships with the public, fellow employees, and other agencies; and
  - Communication and interpersonal skills as applied to interaction with coworkers, supervisors and the general public, sufficient to exchange or convey information and receive work direction.
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#### **Physical Requirements:**



## CITY OF GRANTS PASS, OREGON CLASS SPECIFICATION

### FIRE LIEUTENANT

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Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, fingering, talking, hearing, seeing, and repetitive motion. Incumbents must maintain a sufficient level of physical fitness and ability to pass an annual agility test.

**Very Heavy Work:** Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.

Incumbents may be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, work space restrictions, intense noises and travel.

Positions in this class require regular attendance and punctual employee presence. Incumbents will be required to work varied schedules and travel during employment. This position will regularly be required to work evenings and weekends.

Work coverage is divided into shifts with community emergency response requiring 24-hour-a-day coverage. This position works a 48-hour shift followed by 96-hours off. This position is also subject to call-back for off-shift duties.

Employees in this class shall live within 45 minutes of the Hillcrest, Parkway or Redwood Public Safety Station as calculated pursuant to department policy.

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**Note:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department. When job duties and responsibilities change and develop, this job description will be reviewed and is subject to change based on business needs of the City.

Incumbents are responsible for knowing, understanding and promoting the department's mission statement, purpose statement, and core values.

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**Classification History:**

Created: November 4, 2015, Resolution No. \_\_\_\_\_



## CITY OF GRANTS PASS, OREGON CLASS SPECIFICATION

### FIRE ENGINEER

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| <b><u>FLSA STATUS:</u></b><br>Non-Exempt | <b><u>SALARY RANGE:</u></b><br>Fire Engineer | <b><u>GROUP:</u></b><br>IAFF |
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#### **CLASS SUMMARY:**

Respond to fire, hazardous material, medical emergency, and non-emergency calls. Drive and operate fire fighting apparatus at the mastery level in conformance with State and local laws and Department rules and regulations. Perform mechanical preventative maintenance on fire apparatus and related Departmental equipment. Perform as trained, following Departmental guidelines, making appropriate decisions and communicating effectively in stressful situations. Will also perform the duties of a Firefighter at the scene of an emergency. These tasks are illustrative only and may include other related duties.

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**TYPICAL CLASS ESSENTIAL DUTIES:** These duties are a representative sample; position assignments may vary.

- Performs all the essential functions of the Firefighter position.
- Primary operator for apparatus and equipment ensuring equipment on vehicles and apparatus is operational. Operates safely and competently all firefighting, hazardous material, emergency vehicles and apparatus, and standard and specialized technical equipment required of the position.
- Cleans, maintains, tests and inspects fire and EMS equipment, apparatus, and fire hydrants. Cleans, and maintains vehicles, fire station, and property. Performs minor/routine repairs as needed. Performs preventative maintenance functions of a mechanical nature on fire apparatus and related departmental equipment on a regular basis, and ensures equipment and apparatus are operational.
- While at the scene of a working fire, operates fire hydraulic equipment to produce and maintain proper water flows, providing safe and effective fire streams.
- Efficiently and safely locates and travels to the scene of a fire, and assists the Lieutenant in deploying fire apparatus in an optimum manner.
- Operates and drives vehicles and/or equipment safely and legally.
- Delivers excellent customer service to diverse audiences.
- Maintains effective work relationships.
- Adheres to all City and Department policies.
- Arrives to work, meetings, and other work-related functions on time and maintains regular job attendance.



## CITY OF GRANTS PASS, OREGON CLASS SPECIFICATION

### FIRE ENGINEER

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- Provides secondary leadership in the absence of the Lieutenant; may be assigned as an acting officer if eligible.
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#### **Training and Experience** (positions in this class require):

A high school diploma or equivalent is required with formal education and/or specialized training in emergency services or a job-related field preferred, and three years firefighting experience; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

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#### **Licensing Requirements** (positions in this class require):

- Valid driver's license, with the ability to attain a Class C Oregon Driver's License within 30 days of employment;
- Valid State of Oregon Emergency Medical Technician Basic certification or higher;
- DPSST/NFPA Driver, Pump Operator, Aerial Operator, Mobile Water Supply Operator, Interface Firefighter and Wildland Fire Operator certifications.

#### **Special Requirements**

- Must successfully meet the physical demands of duties in accordance with NFPA Standard 1582;
  - Must successfully pass a comprehensive background investigation including criminal history check;
  - Demonstrable commitment to promoting and enhancing diversity;
  - Demonstrable commitment to sustainability required; and
  - The individual shall not pose a direct threat to the health or safety of the individual or others in the workplace.
- 

#### **Knowledge** (positions in this class typically require):

Knowledge of:

- Ability to perform the essential functions, maintain and meet all qualifications, skills and requirements of the Firefighter/EMT position;
- Maintain skill and knowledge level required of position, including certification and recertification requirements;
- Excellent public service skills and ability to maintain composure, think clearly, and apply knowledge under emergency and non-emergency conditions;
- Mastery level of apparatus operator skills including: operating a fire pump supplying multiple hose lines in differing fire situations at correct volume and pressure; ability to provide continuous fire flow through the combination of drafting, tank water, and hydrant line; troubleshoot and mitigate problems with apparatus and fire flow;
- Mastery level of knowledge of the City of Grants Pass, including emergency routes, street names/locations, hydrant locations, fire department connections, and target hazard/building locations;
- Ability to use a computer to perform the essential functions of the position;
- Ability to get along well with coworkers, and other agencies, and to maintain effective work relationships;





## CITY OF GRANTS PASS, OREGON CLASS SPECIFICATION

### FIRE ENGINEER

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- Functional knowledge of diesel and gasoline engines, pumps, transmissions, transfer cases, hydraulic brakes and air brakes, and ability to maintain department equipment;
  - Ability to drive safely and efficiently to emergency and non-emergency scenes, and maneuver apparatus in tight and/or narrow quarters;
  - Physical stamina to work with limited sleep or meals as needed;
  - Adherence to City and Department policies including smoking, drugs, alcohol, grooming and residency;
  - Adherence to knowledge, health, and physical fitness standards established by the Grants Pass Public Safety Department;
  - Maintain neat, functional and complete work uniform and personal protective equipment as per department guidelines; and
  - Applicable Federal, State, and local laws, rules and regulations.
- 

#### **Skills** (positions in this class require):

##### Skill in:

- Applying principles and techniques of modern firefighting prevention, suppression, and investigation;
  - Providing basic emergency medical services;
  - Mechanical aptitude;
  - Multi-tasking and decision making while under pressure and/or stress;
  - Safely and skillfully using firefighting tools and equipment;
  - Building and maintaining effective working relationships with the public, fellow employees, and other agencies; and
  - Communication and interpersonal skills as applied to interaction with coworkers, supervisors and the general public, sufficient to exchange or convey information and receive work direction.
- 

#### **Physical Requirements:**

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, fingering, talking, hearing, seeing, and repetitive motion. Incumbents must maintain a sufficient level of physical fitness and ability to pass an annual agility test.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects.

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## CITY OF GRANTS PASS, OREGON CLASS SPECIFICATION

### FIRE ENGINEER

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Work coverage is divided into shifts with community emergency response requiring 24-hour-a-day coverage. This position works a 48-hour shift followed by 96-hours off. This position is also subject to call-back for off-shift duties.

Employees in this class shall live within 45 minutes of the Hillcrest, Parkway or Redwood Public Safety Station as calculated pursuant to department policy.

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**Note:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department. When job duties and responsibilities change and develop, this job description will be reviewed and is subject to change based on business needs of the City.

Incumbents are responsible for knowing, understanding and promoting the department's mission statement, purpose statement, and core values.

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**Classification History:**

Created: November 4, 2015, Resolution No. \_\_\_\_\_





The Council of the City of Grants Pass met in regular session on the above date with Mayor Fowler presiding. The following Councilors were present: DeYoung, Gatlin, Goodwin, Hannum, Lindsay, Morgan, Riker, Roler. Also present and representing the City were City Manager Cubic, Finance Director Meredith, Public Safety Director Landis, Public Works Director Haugen, Parks & Community Development Director Glover and City Recorder Frerk. Absent: Assistant City Manager Reeves.

Mayor Fowler opened the meeting and Councilor Gatlin led the invocation followed by the Pledge of Allegiance.

Proclamation: Domestic Violence Awareness Month

1. PUBLIC COMMENT:

2. CONSENT AGENDA:

- a. Resolution establishing the performance evaluation criteria and evaluation schedule for the City Manager.

RESOLUTION NO. 15-6375

Councilor DeYoung moved and Councilor Lindsay seconded that Resolution 15-6375 be adopted and the vote resulted as follows: "Ayes": DeYoung, Gatlin, Goodwin, Hannum, Lindsay, Morgan, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- b. Resolution naming the site adjacent to the post office and the railroad to Bourne Railway Park.

RESOLUTION NO. 15-6376

Councilor DeYoung moved and Councilor Lindsay seconded that Resolution 15-6376 be adopted and the vote resulted as follows: "Ayes": DeYoung, Gatlin, Goodwin, Hannum, Lindsay, Morgan, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

- c. Resolution authorizing the City Manager to extend a contract with Recreation Northwest for recreation services for one year.

RESOLUTION NO. 15-6377

Councilor DeYoung moved and Councilor Lindsay seconded that Resolution 15-6377 be adopted and the vote resulted as follows: "Ayes": DeYoung, Gatlin, Goodwin, Hannum, Lindsay, Morgan, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The resolution is adopted.

d. Motion approving the minutes of the City Council Meeting of October 7, 2015.

Councilor DeYoung moved and Councilor Lindsay seconded that the minutes of the City Council meeting of October 7, 2015, be approved and the vote resulted as follows: "Ayes": DeYoung, Gatlin, Goodwin, Hannum, Lindsay, Morgan, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion has passed.

e. Motion acknowledging the minutes of the PAVE Committee meeting of August 11, 2015..

Councilor De Young moved and Councilor Lindsay seconded that the minutes of the PAVE Committee meeting of August 11, 2015, be approved and the vote resulted as follows: "Ayes": DeYoung, Gatlin, Goodwin, Hannum, Lindsay, Morgan, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion has passed.

f. Motion acknowledging the minutes of the Mayor/Committee Chair meeting of September 18, 2015.

Councilor DeYoung moved and Councilor Lindsay seconded that the minutes of the Mayor/Committee Chair meeting of September 18, 2015, be approved and the vote resulted as follows: "Ayes": DeYoung, Gatlin, Goodwin, Hannum, Lindsay, Morgan, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion has passed.

### 3. COUNCIL ACTION:

a. Ordinance amending Chapter 9.40 of the Grants Pass Municipal Code.

#### ORDINANCE NO. 15-5663

Councilor Riker moved that the ordinance be read for the first reading, title only. The motion was seconded by Councilor Lindsay. The vote resulted as follows: "Ayes": DeYoung, Hannum, Gatlin, Goodwin, Lindsay, Morgan, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed. The ordinance was read.

Councilor Lindsay moved that the ordinance be read by title only, second reading. The motion was seconded by Councilor Riker. The vote resulted as follows: "Ayes": DeYoung, Hannum, Gatlin, Goodwin, Lindsay, Morgan, Riker and Roler. "Nays": None. Abstain: None. Absent: None. The motion passed. The ordinance was read.

Councilor Riker moved that the ordinance be adopted. The motion was seconded by Councilor Lindsay. Mayor Fowler asked if the ordinance should be adopted, signified by roll call vote as follows: DeYoung – yes, Gatlin – yes, Goodwin – yes, Hannum – yes, Lindsay – yes, Morgan – yes, Riker – yes, Roler – yes. The ordinance was adopted.

4. MATTERS FROM MAYOR, COUNCIL AND STAFF:

- a. Committee Liaison reports.

5. EXECUTIVE SESSION: None.

6. ADJOURN:

There being no further business to come before the Council, Mayor Fowler adjourned the meeting at 7:23 p.m.

The ordinances, resolutions and motions contained herein and the accompanying votes have been verified by:

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City Recorder



## **HISTORICAL BUILDINGS AND SITES COMMISSION**

### **MEETING MINUTES**

**July 16, 2015 – 6:00 P.M.**

**Courtyard Conference Room**

#### **A. ROLL CALL:**

The Historical Buildings and Sites Commission met in regular session on the above date with Chair Dan McBerty presiding. Vice Chair Ward Warren and Commissioners Arden McConnell, William Richardson, Shirley Holzinger, and Don Hendricks were present. Also present was City Council Liaison Dennis Roler and representing the City staff was Parks & Community Development (hereafter: PCD) Director Lora Glover.

#### **B. APPROVAL OF MINUTES: June 4, 2015**

##### Corrections to Minutes:

- Ward – pg. 5, third paragraph down, instead of “what is this sign on 6<sup>th</sup> Street” I think that should say “what is the size on 6<sup>th</sup> Street”.
- Dan – pg. 11, at the bottom, Mr. Richardson, at the part where it says 10 years ago it should read “...we would ‘not’ have a lot of the problems...”.

#### **MOTION/VOTE**

**Commissioner Richardson moved and Commissioner Hendricks seconded the motion to approve the minutes from June 4, 2015 as corrected. The vote resulted as follows:**

**“AYES”: Chair McBerty, Vice Chair Warren, and Commissioners McConnell, Richardson, Holzinger, and Hendricks. “NAYS”: None. Abstain: None. Absent: None.**

**The motion passed.**

#### **C. CONTINUING DISCUSSION:**

##### **a. Historic District Discussion**

##### **b. Sign Code Discussion**

Chair McBerty stated, it feels like when we just get momentum going then we get stopped so anything we can do to expedite I am all ears.

Vice Chair Warren stated, I saw the email from you about if we need to go out and keep it in front of people. I hear that but at the same time my take, and I want Lora’s input too, is the

Council has committees and commissions in place to do a job. Our job and what we've done for the past several months is work on the expansion of the historic district. I think we have done our due diligence. There were two major stories in the newspaper, it was on at least two TV stations in the news a couple times, it was on at least two of the local radio stations so there was a lot of stuff out there, and we had a public meeting. There was public notice of the public meeting and all of the property owners received mailings. In my experience over the last 25 years or so I think we've done our due diligence. It seems to me if you read the paper and saw the letters to the editor, for example on the branding issue or the levy issue, when people are upset they generally make a lot of noise. I haven't seen a single critical letter about the expansion of the historic district. I knew many of the people who showed up at the meeting and they asked some questions that were good questions. Nobody has come forward, unless Lora has heard anything or any of you have, but I see no objections. So to me, do we really need to go out and keep beating the same horse or is it time to say this is a positive program. It is positive for business and for the city. Present it to the Council, let Lora make the presentation, we can be there if she wants us to be there, and let the Council take it. I think we've done our job.

Chair McBerty asked, so you think we've done enough then to present something to the Council?

Vice Chair Warren stated, I think so. That is my opinion.

Commissioner Richardson stated, since Ward does own the building down there has seen this metamorphosis over the years I think that is a pretty good consensus.

Chair McBerty stated, I commend all of us for the radio stations and ideas being put forth and thank you for helping out with the open house and we did get a little bit of a showing. Maybe the newspaper thing with me didn't go as perfect as I thought it would but I thought we are positive and we're moving in the right direction. I guess if I thought I would get put in front of Council next week or next month I would say yes we did it. I just want to keep it in front of everybody and keep it fresh until we get it through the Council. One of the ideas I got from a Commissioner was maybe we should send out the survey to the property owners, in lieu possibly meeting with them individually, to see how everybody feels about it or at least ask them what their vision of downtown Grants Pass is.

Vice Chair Warren stated, I think if you do that and if you ask 100 people you'll get 100 different opinions. I thought that is why we were appointed by the Council to study and ask question and make recommendations and I think that is what we've done. I heard you and I offered to go down and go door to door and talk to people. I'm still willing to do that but I don't want to drag this thing out. With all the stuff that has been in the news and the public meeting and all that if there was anybody that was hopping mad thinking this was a bad idea where are they. It is a positive program. I think Lora believes in it and I think she'll present it as a positive program and I think the Council is excited about it. I didn't see you at the volunteer dinner but when the Mayor was introducing the committees and he said the Historic Buildings and Sites Commission and he made a comment about the historic district expansion and he was positive and nobody booed us.

Chair McBerty stated, so basically don't stir the pot, don't raise the flag, let's move forward and see if we have any objections, and then meet the objections as they come. Don't waste anymore time.

Vice Chair Warren stated, I'm willing to go down and walk a couple blocks and go in and talk to people. That is not necessarily a bad thing to do and we can also report then that we did do that. I think we have done more than what committees do a lot of times and I think there has been more publicity. I was a little disappointed that the *Courier* wasn't a little more positive or didn't come forth with even an editorial but maybe they still will. I think we have done as much or more than any committee I've seen do with these things. Some of the programs are a whole lot bigger and more costly than this one. There is almost zero cost to this one, a very small cost, a little staff time.

Councilor Roler stated, while Council supports this and wants it to happen I think if you took it back to them at this time they would consider it premature. For one thing, you have to develop these standards we've been talking about that staff can handle quickly. This is going to be a big concern to City Council how you will have a lot bigger district to handle. You will have a lot more issues come up so are you ready to handle them? Is staff going to have a book like we talked about for signs with colors where they can come in and say here's help for you and be helpful to them. There is also the rewriting of the code too, I think, isn't there? That will take quite a while won't it?

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PCD Director Glover stated, if I can I will jump in on the process and we can work from there because actually I'm pretty excited about the next step. I spoke with George Kramer and he is willing to step in and contract with us to get us through the sign standards and the building standards. He has just completed a very similar project for Medford. He is not sure if they have completed the adoption part of it yet. George Kramer is *preserveoregon.com* and George did our initial inventory back in 1992 so he is very familiar with us and familiar with the Commission. I'm excited that he might be halfway done with what we might need to look at and approve. It's very important. We need to have those standards in place as we move through and expand the district and it will be one package.

Chair McBerty asked, it will be one package?

PCD Director Glover stated, yes, as I don't think we will sell the expansion if we don't have those standards. You have to have that to show the standards to people. George has half the work done and he will try to email some things while he is on the road doing a coast project and a Portland project.

Vice Chair Warren asked, what is the timeline on that?

PCD Director Glover stated, he should be back in a couple weeks. I'm hoping to have something to review at our next meeting. I'm very excited about that part of it. If he already has that work done then we can start writing the code amendment because that process takes a long time. You have to send it up to DLCD 45 days before our first public hearing. Once we have everything drafted we could have a separate open house. Then, do all our noticing, have a separate meeting with us or an open house, and then start the legal process which takes about three months. Maybe by the end of the year or January it would be final and (inaudible) will probably be able to have the bulk of that work done. He can come in and show you these are the type of building materials or colors. We talked today about one of our concerns is that we don't want to structure like the Verizon building down on Redwood Highway. We don't want that downtown. That is the help we need. When he gets back he can start working on this project and if it is something similar to what Medford is looking at then we are in. I also wanted to give you some sign discussion guidelines. This is out of the national Main Street program. Tom found this for me and I thought I'd pass along. It reiterates why it's important to have the



sign standards. I like to note a couple things. It talks about if you have a window sign that you're not taping it on. We are a little loose about signs in and on windows. Maybe that is something we want to capture a little more and put an extra standard in the historic district about what you put on your windows. We don't control that in our current sign code and we might want to for the historic district. I think you will find this interesting.

Chair McBerty asked, so that is a piece of language we could add to our sign code? I know there has been some concern there with reader boards or something on the inside.

PCD Director Glover stated, some are done really well but others aren't. It would just be another standard. If you are going to put it in your window it should be like this. I still think we need to exempt the neon open signs.

Chair McBerty stated, I did like the discretionary review type of thing.

PCD Director Glover stated, right, and Don especially with you being downtown right where you are how would you feel about it if we control a little what kind of a sign is on or in the window? Sometimes you get some pretty elementary things that look like something I would've drawn. I think your thoughts are very important because you do seasonal things sometimes or specials. As you go through and read that then let me know.

Vice Chair Warren stated, I agree and a couple meetings ago I suggested there be a packet of information for when people apply for their business license. I thought I understood that Lora was going to direct staff to take the sign guidelines we discussed and they were going to codify that. Also, I know we already have a historic palette so I thought they were going to do what she is saying Kramer's going to do. Having him doing it will probably be smoother and faster and saves staff time. That all makes sense.

Councilor Roler stated, in the meantime it might be good to show we are still continuing to try to get the word out to the use merchants and owners. If somebody visited the Downtown Association and told them this information is available and made it easy enough they can go somewhere and get it like the Downtown Association or the Planning Department. Get the word out and tell City Council we did these things to get the word out and this is what we got in response. It was pretty positive at the open house. They had questions.

Commissioner McConnell stated, that was a very good meeting. (Inaudible) did exactly that. He really contributed and asked the right questions and had a really good attitude.

Vice Chair Warren stated, you know there is always going to be a handful of people that don't like anything. When they formed the original historic district there were a bunch of the old-timers then I knew didn't want anything to do with it. Fortunately it didn't stop it because we wouldn't have had a historic district if they listened to the four or five people that said we don't want it. The important thing is your building is grandfathered in so you don't have to do anything to it.

Commissioner Hendricks stated, what I gathered out of that meeting was it was mostly positive but there were a couple very vocal men that would bring up the issue of why should they be in this. One guy in particular brought up financial incentives and if the City will kick in. I don't know if he was specific in terms of color palette or if he is going to do a new façade. My first reaction was that's a great idea. I don't know where the money comes from or if we are involved in that process. To summarize maybe two thirds of the people I heard were positive and then those two guys were very vocal. How do we answer the City Council if those two individuals come back again and it comes up through the process for City Council to approve and it will be a public hearing type of deal and these guys come up and ask the very same questions. What are the answers?

Vice Chair Warren stated, one of them was a large property owner. I know him and he owns a ton of property including several buildings downtown. His comment was basically it should be the carrot rather than the stick and there should be a financial incentive to redo the building. Although, he has redone several of his buildings and there are a number of incentives right now. There's the design grant of \$5000 –

PCD Director Glover stated, don't offer that to anybody because we're –

Vice Chair Warren asked, you're tapped out on that? It will be back next fiscal year, right?

PCD Director Glover stated, I don't know. I don't think so. We are using up an old account.

Vice Chair Warren stated, I thought there was a couple million is what Michael Black was saying.

PCD Director Glover stated, I think there was almost \$1 million, about \$900,000, and I don't think we will get all of that for this program. We have gone through over half of that and I think some of that has been earmarked for another project. Council could change their minds. We have a couple other grants sitting out there that have been out there for almost two years and haven't been activated. One of the things I want to talk to the Council about is going back and redoing those resolutions because all of the new resolutions have a one-year expiration date on them. The first few did not and there are one or two that have not been used. We might redo those resolutions, put an expiration date on them, give them one more year notice in a sense, and then if they don't use them then the funds might (inaudible) come back.

Vice Chair Warren stated, but there are some other programs I believe. If somebody comes and asks the Council they can say something in the public comment but they really don't have a verbal exchange with the Council. Are there any other programs that address that?

PCD Director Glover stated, not for that. I think they're all industrial related. This will probably be the end of the fire seismic and the design grants.

Vice Chair Warren stated, people around other parts of town are going to scream if you have a program that is just for downtown to give financial incentives to paint your building. As a landlord it is in your own best interest to invest in your building and make it look the best you can and to have some pride in the district. It will come back to you if you invest a little money in your building.

Commissioner Hendricks stated, that is the way we feel but going back to my question. I'll rephrase it a little. This fellow you're talking about that owns a lot of property already takes pride. He said I've already done all this but give me that carrot. The other fellow who was a property manager was not in favor. He was concerned it was going to bring down the value of the property and he is representing someone who owns the building. His question was what's in it for me because he didn't care. I'm throwing this out because I don't know the answer. I'll say it again now if we are going to try to propose this thing along with the packages it will go to City Council and it will be a public hearing and I guarantee you those guys will be there again

throwing in their two cents. Hopefully there will be a lot of people throwing in the good positive two cents but it could affect your outcome.

Vice Chair Warren stated, I had a response to the second guy. It would be the City could simply call the assessor's office and show the increase in property value downtown over the last few years. I know I had a tax freeze on the Blue Moon building and it was a 15-year freeze and when that ended I couldn't believe how much I had to pay. It had more than doubled and of course the value also increased. I think it will be very simple to have a print out from the assessor's office and in fact they can probably even give you a percentage increase in the core downtown. There has been an increase. I talked to that guy afterwards and he said if we want to sell our apartment building people might not want to buy it because the property values are going to go down being in the historic district. I bet you George Kramer would have information on that too. Historic district property in a good historic district is only going to increase. It will not go down.

Chair McBerty asked, do all the carrots have to be financial? Couldn't there be some other carrot? Some other promotional thing because you're in the historic district?

Councilor Roler stated, I'm sure Council would agree to redo maps and things like that and include them in it so they are part of the walking tour instead of being outside the walking tour. There are things Council can do that aren't that expensive but I'm sure they'd still like to help define the historical district downtown. They are the ones that want to expand it so they are looking to promote it and also promote business in general downtown. I don't think it will be a problem and I don't think they will be swayed by a couple people that want to bomb the Council. We got bombed a lot for the (inaudible) thing too and we still voted (inaudible).

Chair McBerty stated, I like your idea that a curveball is coming and we should be ready.

PCD Director Glover stated, those are really good suggestions. I can incorporate more of that into my staff presentation and help neutralize that or explain it and deal with that head-on. Here are some of the concerns we have and this is our answer to it. People will hear it again and I can even show them in the PowerPoint that these are the type of conditions being put on. No one is saying you shall now update the façade of your property, but if you do these are the guidelines we have to meet. I think a lot of that will fall back on staff.

Commissioner Hendricks stated, precisely and in the presentation you can present the marketing aspect of it.

Vice Chair Warren stated, you're right it's good to anticipate all the objections.

Commissioner Hendricks stated, it's academic. It's probably good to have Mr. Kramer involved. He's getting paid for his work so knowing the volatility of the press and everything else will the general public know we are paying a fellow to put together our standards to present to the City Council and change our regulations or is he folded into a general contract?

PCD Director Glover stated, Council supports this project so they provided some funding for this project. We use him as our historical consultant and we have him under contract. It is already earmarked and we have designated funding for that. I doubt if he will use 1/5 of the funding we have set aside. This was one of their goals. We don't charge our staff time out of that account but all of our advertising through the *Courier* and all of our noticing is. If we have funds left over then we can maybe use it for our map to have it out there for downtown. We might be able to come up with a nice flyer when this is all done. I don't think that will be a problem because we use consultants quite often and it helps with our staffing levels also obviously. I've never had an issue when someone is concerned about our consultants. Sometimes people trust a consultant better than a staff person doing it.

Commissioner Hendricks stated, I personally like it because we all have our opinions on this and every one of us has different ways of writing things but this gentleman has been involved in these things before so I'm in favor of it.

Vice Chair Warren stated, I think there are two different names. Don you are a building and business owner like I have been. Building owners came to the meeting and are going to say what's in it for me and what are you going to do for me to improve my building. The business owners are the ones that are going to be excited about the map and the promotion and the things that will bring people into the district and into their business. The building owners should also be excited about that. I know a lot of them don't get that but they should be excited because if their tenants are doing better and doing more business they are likely to keep tenants.

Chair McBerty asked, appreciation and value maybe? We can twist it any way. I like the idea. We said we were going to streamline the sign code and the architectural. I like the idea of bringing a professional in and think that looks good and I'm sure it will save us time and energy getting this forward and moving on that. My goal would be to see the expansion happening. What can we do from here?

PCD Director Glover stated, at this point I think it will be behind the scenes for now until we wait for Mr. Kramer to bring us some materials to look at next month. You can still talk to folks and share our ideas. You are set to go down this path and we are going to streamline this review process and it will be a package so when we present the whole thing they will see exactly what we are presenting. If they want an example of something we don't want anything like the Verizon building. We want the materials to work down here. We don't want the bright. We want them to enhance the historic district. Be careful with the term theme because we don't want people to think everything has to look alike. It's not going to be a river theme. I think the language would be to enhance the district and be compatible with the district. I think that is important and it doesn't sound explosive. We're not inflaming the situation or frightening people too much. No one will have to come in and redo the whole front of their building, but when they choose to we will have those guidelines for them.

Vice Chair Warren stated, we are going to help you.

PCD Director Glover stated, we have a professional that is going to give us the standards and you can tell them they may come down to our meeting when we review those. This will be informal before we move into the formal process. Our meetings are open to the public so you can talk to them. August 20<sup>th</sup> we will have some more information.

Chair McBerty stated, I would love to have our image be one of help and not regulate.

PCD Director Glover stated, people do not like regulations.

Councilor Roler stated, I was thinking of taking those maps we had and maybe staple a piece of paper on them talking about what we're doing. It would be a simple thing you could put together and we can take it around to the Downtown Association or people like that that would be

available to them from the Chamber of Commerce or whatever. We would let them know that it is available so they could come and look at it and not necessarily use our time and your time as far as answering questions and things like that. Then get an overall view of what we're doing and where we are going and this is the area we're talking about.

Vice Chair Warren stated, put it in the Welcome Center in the Chamber.

Chair McBerty asked, do we want to invite questions to the HBSC of what we're doing?

PCD Director Glover stated, or comments.

Vice Chair Warren stated, that is what I meant by keeping it in front. The HBSC is still working on this expansion. It is still going on this is where are at on this whole thing if you have any questions call staff or come to the meeting on August 20<sup>th</sup>.

Vice Chair Warren stated, we could also do another news release like an update because I think when people don't see anything they kind of wonder where did it go.

Chair McBerty stated, I think that is exactly what I'm thinking.

Councilor Roler stated, keep it in front of them yes.

Vice Chair Warren stated, I would be happy to do a news release like I did for the meeting.

PCD Director Glover asked, do you want to do that now or would you rather wait until we have some initial information on the signs from Mr. Kramer?

Vice Chair Warren stated, that would probably be better.

Chair McBerty stated, then we could say how we're getting closer and this is where we are at on the whole thing.

PCD Director Glover stated, that is important too because it is kind of like the status update because if we did that now we don't have anything different than we did at the open house. We

have a lot of stuff going on in town right now and with Back to the 50s. August 20<sup>th</sup> will be here before you know it and that gives you a chance to review everything first.

Chair McBerty to asked, when will we be able to review it? On the 20<sup>th</sup>?

PCD Director Glover stated, if he gets it to me before then I will send it to you as soon as he sends it to me.

Chair McBerty asked, so we can do something like that?

PCD Director Glover stated, the only thing you really can't do outside this meeting is discuss things as a group that is leading to a decision. That is the only thing you have to be careful about.

Chair McBerty asked, so if we have an information update type of the thing that is fine?

PCD Director Glover stated, yes so if I'm sending you information and it is not to have that separate discussion as a group that leads to a decision. I'm hoping in a couple weeks he will send me something and you will have time to look it over.

Chair McBerty stated, that pretty much involves the sign code, architectural stuff, the historic district, discussions, so we're done.

PCD Director Glover stated, updating the landmark list will be a little more cumbersome because we need to have buy-in with the property owners. That is a separate process. Let's go through this part of it and maybe start working on the CLG after this.

Chair McBerty stated, I see you, I started watching 183 and wow there is a lot of stuff going down in there.

PCD Director Glover stated, you are one of my six committees.



Vice Chair Warren stated, this is really good. I just read this handout here and what it talks about with business signs and then on the next page how it is important to the downtown and increasing business downtown to have guidelines.

Chair McBerty stated, I guess all those stats will be brought out and it will be the positivity of it when we make the presentation to Council.

PCD Director Glover stated, that is really what we want to focus on. We don't want to present this to business owners as control. This is the benefit, this is the information we have that is beneficial for you. If one store is looking bright and shiny and fun it draws the attention to the next store to see what is next. Don't you love going through Jacksonville or Ashland because it has that charm and it has that vibrancy. We need to capture our own vibrancy and spread it out a little farther in the downtown area. I think your input will be very important even with some of the small businesses around you.

Commissioner Hendricks stated, I am kind of humored by this. Everyone comes to your business wanting to put their poster up in the window. You always say politely yes even though you don't agree with half of them and then once they leave you throw them away. It's very rude but that's the reality. At the old building we had different windows. We had much larger windows and they would get polluted with all this stuff. When I moved into the new building I said, no, we are not posting anything partly because our windows are all these little ones and they just don't fit. It is so much nicer to say, no, I'm sorry we just don't put up posters.

PCD Director Glover stated, now if you decide to do something like this you could say we are restricted from doing that downtown or to (inaudible) sign code or something like that.

Commissioner Hendricks stated, I appreciate what they are trying to do because if I was trying to promote something I would want to do the same thing. Down by the Visitor's Center I think there are billboards down there that you put that stuff on.

PCD Director Glover stated, there are and there are those semi-vacant ones close to the Laughing Clam.

Commissioner Hendricks stated, what I'm visualizing is across the street from the Visitor's Center I wouldn't object to having a community bulletin board.

Chair McBerty stated, that's a good idea and put it behind Plexiglas or something.

Commissioner Hendricks stated, it kind of gives you the flavor if someone is from out of town and they want to see what's happening. You can always go to the Internet because that's where we all go.

Commissioner Holzinger stated, we were in business for 45 years and we didn't post anything in our windows. Of course we were a visual business so we didn't want to post things in the windows. We had them on the counter and people could look at the announcements.

Commissioner Hendricks stated, we do the same thing but it distracts from the merchandise under the counter.

Commissioner Holzinger stated, our counters were solid.

Vice Chair Warren stated, I know as a building owner with the building at 6<sup>th</sup> and F Street having multiple tenants in there the very first thing when I bought the building a few years ago the thing I objected to the most was a there were a lot of handmade signs. There was this one shop in there that was all about wizards and dragons. They would take neon paper and a marker and make signs and banners and stick them all over the window and out on the hallway. They would also have these giant cardboard cut outs of wizards and dragons they would stick out there and that was the first thing you would see we need walk-in. I would have liked to have some sort of a standard to say look at this. Instead I called a tenant meeting and said I want everybody to talk about what you don't like. Two or three of them spoke up saying they didn't like the stuff in the hall and the handmade signs. I said that's good to know and since there are some concerns about that I think we should do away with that and say no more handmade signs or neon colors in the windows. If you are going to put a sign in your window it has to be professionally done or at least on a computer and not hand-drawn. That solved the problem. The next day I got a move-out notice from that tenant who had been there for seven years, but it was okay. You don't want to lose a tenant but at the same time it improved the look of the

building and now everyone has professional signs. My point is I think something like this will make life easier as long as it is not too restrictive and there is some flexibility.

Chair McBerty stated, I have a question about what you can and can't do. We were just discussing the map in a couple little things to be posted in a few different areas. Is that something we can do outside this meeting? If Shirley and I wanted to make a poster and it was okay?

PCD Director Glover stated, we will draft something like that in our office and I will e-mail it out to you for edits. We can produce it here. I have people that can do that artsy kind of stuff.

Vice Chair Warren stated, I agree with Lora's take that it would be good for us to not chomp at the bit too much for awhile and wait and see what George comes up because I agree we don't have anything new. It would be good to wait to see what he comes up with and have our discussion about that and then go back with something. It would be good to work on something that Lora can e-mail and we can take a look at, but I think we should go along with her thoughts there and see what George comes up with and where we're going with it.

Chair McBerty stated we're moving in a direction I guess that is my concern.

PCD Director Glover stated, once we get that then the rest of it will start moving fairly quickly. Again, we get back into the 45-day notice to the DLCD and I have to send them a copy of the proposed ordinance. I can't just say we want to do this and send them an ordinance. I have to give them a draft of it. Maybe we can shoot for mid-September to submit that 45-day notice. If he can get us stuff and we can look at it at the August 20<sup>th</sup> meeting and if we had to add an extra meeting to see how close we are then we can start moving forward.

Chair McBerty asked, we will edit some kind of a draft and then it will be 45 days from there and then we will have something to report back?

Commissioner Richardson asked, does it usually take them 45 days?

PCD Director Glover stated, we have to give DLCD a 30-day notice but we're required to give the County a 45-day notice. Once they have that notice we can have our first initial recommendation and then it goes to City Council about 50 days after that.

Councilor Roler stated, the fall might be a good time to hit them again anyways because during the summer a lot of people are gone on vacation or are busy. I know for the November elections you didn't even try to do anything in the summer because everyone was gone and didn't care and it's too far away to worry about it. Fall would be a good time because they're all back and fresh.

Chair McBerty stated, my personality just doesn't work that way.

Vice Chair Warren stated, you will learn the wheels turn very slowly.

Chair McBerty stated, I am learning it and I see that date, but it always goes out another 30 days. If I can see the process and the wheels are turning then I'm happy about it.

Commissioner McConnell stated, think in terms of glaciers.

Chair McBerty stated, that's a problem though because they call me when they want to get things done. I'm going to push from every side of every angle to get it done, but I'm listening. Are there any other comments?

Commissioner Hendricks stated, I'm looking for some feedback from Ward and others who have been on this Committee before. When I came on board I was anticipating things other than procedural. I was looking forward to hearing from new businesses and seeing new sign applications. We've been on since January and we haven't had one. Is this par for the course? Are we really slow in business expansion? What is your experience?

Vice Chair Warren stated, I think Lora is probably the one to direct that question to. I don't know. Have you not seen permits come in?

PCD Director Glover stated, not for the historic district. Everywhere else, yes, but not in the historic district.

Chair McBerty stated, I've been on here for almost 5 years and I've only seen four or five people actually roll through here.

Vice Chair Warren stated, there are not a lot of people moving into the historic district.

PCD Director Glover stated, or changing things. We haven't had a sign permit for a long time. That has been very slow.

Commissioner Hendricks stated, I think that probably speaks well. There is very little vacancy downtown and people are staying longer.

Vice Chair Warren stated, especially in the historic district. It is pretty solid.

Commissioner Hendricks stated, it is just kind of boring waiting for it to happen.

Chair McBerty stated, it's going to get even more boring because we're trying to streamline the sign code so they aren't coming in here. Am I right? Is that not the whole process?

PCD Director Glover stated, that is when you start getting on multiple other commissions and committees.

Commissioner Hendricks stated, in the presentation let's speak to fact the vacancy rate in our historic district is improved. That speaks to the advantage of being in the historic business district. The right kind of businesses last.

Commissioner McConnell stated, this is off topic. I have been following *Live Rogue*. I saw that and thought wouldn't it be great for the historic district to have *It's the Climate* in the old-style and have that old feeling of the originality as the sticker. I think you would like that.

Vice Chair Warren asked, doing what with it?

Commissioner McConnell stated, using that as the slogan. Have the original old antique historical sign.

Vice Chair Warren asked, and use it where?

Commissioner McConnell stated, all over.

Vice Chair Warren asked, on maps and flyers?

Commissioner McConnell stated, everything.

Chair McBerty stated, I think she's talking about branding with *It's the Climate*.

Commissioner McConnell stated, I call it logos or slogans.

PCD Director Glover stated, Council just approved an economic development strategy RFP contract yesterday and that will include a portion of the branding and marketing. That is one of the reasons they stepped back from *Live Rogue*. I don't know if you saw that last presentation, but it's because of the next steps we're going through with the economic development strategic plan. They are supposed to incorporate some of that so certainly I think we can present that forward and they will consider part of that and then it will go back again through Council.

Commissioner McConnell stated, it would reflect the historic district and all of Grants Pass this historic anyway so I think that would be appropriate. I just toss that out to see what everyone else thought about helping out our expansion and promotion of our historic district.

Chair McBerty asked, so what you are saying is tie in the historic district somehow to the branding or the logo that they are coming up with?

Commissioner McConnell stated, yes.

Vice Chair Warren asked, so on the economic development committee the County has Cheryl Walker and whatever they come up with is that committee going to come back to the Council and the Council makes the decision?

PCD Director Glover stated, at this point I think the committee that was put together was just to go through all of the proposals. I believe now the contractor will communicate directly through David Reeves's office back to Council. I think my job is done now on that task force. I think that was just a short term time just to go through –

Vice Chair Warren asked, so the consultant's will come up with a plan and will present that to Council?

PCD Director Glover stated, that Council and Board of County Commissioners.

Vice Chair Warren stated, if the Board of County Commissioners has an equal say then they should have to pay an equal share to the consultants.

PCD Director Glover stated, I think they are going to kind of do a simultaneous study for both areas so the County can proceed with their part of it then we can take our part and work with it. We were kind of trying to provide that joint plan with them but we may not like it at all. I did check on their proposal and they all just referred to studying the various industries in the community. They didn't list anything out because you had that question last night. I gave Karen a copy of the 22 different items they were supposed to provide back. It was in that initial submittal. She has that information if you want. I don't remember them talking about specifics so I think they are going to do an overview of what our community is and what industries are pertinent for us.

Commissioner McConnell asked, is that consultant going to be working with a committee or working alone?

PCD Director Glover stated, they will be working with some staff members but they will also be going out into the community and getting focus groups in the community.

Commissioner McConnell asked, so putting together focus groups?

PCD Director Glover stated, well, I think they will be contacting people like the Town Center Association and the Chamber and they might talk to some of the different Rotary type clubs. I can give you a copy of those plans. It's all public information.

Commissioner McConnell stated, I would like one, thank you Lora.

PCD Director Glover stated, that way you can see how they are going to reach out to people to gather information. There are three or four people on this consultant's team and they'll specialize in different areas. They talked about having a couple open houses I think in reaching out to people but I don't think the City is going to develop another team at this point.

Commissioner McConnell asked, is there a timeframe?

PCD Director Glover stated, yes and it's all in their plans I will get that for you. I think it goes through the end of the hearing to February. It's interesting to go through the different plans because some of them focus on what big boxes do you want. That's not what we're looking at. We don't need a chain of big boxes. It was interesting what they thought might be important to us. There were some real good groups out there.

Chair McBerty stated, we were a little off task there. Are we good?

**D. ADJOURNMENT:**

Chair McBerty adjourned the meeting at 7:00 P.M.

Next Meeting: August 20, 2015

These minutes were prepared by contracted minute taker, Becca Quimby.



**GRANTS PASS PARKS ADVISORY BOARD**  
**Meeting Minutes – August 20, 2015 at 3:30 PM**  
**City Manager's Conference Room**

**Members in Attendance:**

Dick Matti (Chair)  
Cliff Kuhlman (Vice Chair)  
Jan Battersby  
Gary Still  
Marian Szewc - absent  
Robert Cartmell  
Rick Chapman  
Bill Reinert

**Staff/Liaisons:**

Council Liaison Jim Goodwin  
Lora Glover (PCD Director) – arrived late

**Guests:**

David Holtman  
Dennis Dreher

**I. Business – Continuing:**

**A. Approval of Minutes:** July 16, 2015 –

**Corrections to July Minutes:** Board Member Cartmell and Board Member Kuhlman moved and seconded to approve the minutes from the June 18<sup>th</sup> meeting.

**MOTION/VOTE**

**Board Member Cartmell moved and Board Member Kuhlman seconded to approve the minutes from the July 16<sup>th</sup> meeting as corrected. The vote resulted as follows: “AYES”:**

**Board Members Matti, Kuhlman, Battersby, Still, Cartmell, Chapman, and Reinert.**

**“NAYS”: None. Abstain: None. Absent: Board Member Szewc. The motion passed.**

**II. Business – New:**

**D. Riverside Park Stage (Cliff)**

1. Cliff talked to Colene Martin – Chamber owns the stage
2. In a previous discussion Cliff heard Colene mention she would like to buy (build) a stage – a permanent structure to replace their portable stage
3. Colene is aware of the amount of money available from the grant and has talked to City Manager Cubic about the Chamber being considered for some of that money for a permanent stage
4. Cliff shared although it won't ultimately be the his decision City Manager Cubic thought it was an appropriate request

5. Dick shared that is what the Active Club had in mind as well, but that potentially the two locations wouldn't be compatible
6. Also flood plain issues to consider
7. Colene didn't share any further plans with Cliff

#### **B. Status – Update on Grants for Riverside Park**

1. Board had a question if money was going directly to Active Club
2. Dick went to an Active Club meeting and heard their ideas for the use of that money
3. Councilor Goodwin thought Council would have input on that based on amount (\$500,000) and location (on the river)
4. Jan asked Lora who will make decisions on what to do with that money? The City? Who in the City?
5. Lora shared Jim Moore from *Courier* spoke with Mike Sellers (at senator's office), money won't be coming until sometime in 2016, it is his assumption it comes directly to City, project will be vetted out with public input through the Park Board's recommendation to City Council for a decision – as normal
6. Active Club can participate in that and will likely have a good amount of consideration given toward them since it is because of their efforts this money is coming in the first place
7. Still need to find out what "strings" are attached to these funds
8. Dick shared at the Active Club meeting it seemed there was some communication between them and Bertschinger's office and that they were going to have some strong influence on how that money will be used
9. Lora shared that information will eventually be provided and there are a couple Councilors connected with the Active Club – it all depends on how that money is provided, hopefully it will work out for everyone
10. It is known that it is designated for Riverside Park alone

#### **A. Status – Future Projects**

1. **Pedestrian Bridge Gates** – Lora shared about some crime problems at Tussing Park, West Park Street, and Pedestrian Bridge – future project of installing gates to close Pedestrian Bridge at night

2. **Jeff and Lora on KAJO** – talked about some of the Parks programs and how Movies in the Park is taking off and has been fun and may expand it more next year.
3. **Smoking Signs** – installed a couple new “No-Smoking” signs – they were stolen.
4. **Allen Creek Complex** – Little League needs to be engaged so support from the school district can be obtained so the project can move forward. Board Members to contact anyone they know associated with Little League. Or go to Plan B and forget that particular property and focus on City property on other side of creek. Board Member suggested Lora call Molly to get names of other Little League contacts.

**E. Public Comment (Dennis Dreher)**

**1. Riverside Park Grant –**

- Encouraged Board to consider using some portion of the money (when it becomes available) for public art.
- CoPA would be more than willing to help in any way.
- Dick encouraged Dennis to continue to be aggressive and pro-active if CoPA really wants some of that money used for art.
- Board Members agreed if the money is used to build some type of “facility” then it would be good to have public art incorporated in some way.

**2. Chinquapin Artist in Residence (update) –**

- Dennis met with Lora, Jeff, Dick, and Steve Radcliff (Chinquapin Center for the Arts) about 6 months ago
- Artist coming from Taiwan has been delayed – Visa did not come through
- She was going to do art in the parks with Jeff to review proposals
- Artist will still be coming for about 3 months (Tourist Visa) in October
- Time of year she arrives will limit: scope of work, number of pieces she can do, and impact on public – artist and Steve want to move forward anyway

**C. Presentation – Pickleball (David Holtman)**

1. David gave history/description of Pickleball

2. There are various private courts around town (Club NW, YMCA, Amaranthus's court, etc.) but David is looking to have public courts made that are open to everyone.
3. Topics such as install costs, scheduling, maintenance, sharing tennis courts, inside vs. outside, and funding grants were brought up by Board Members and briefly discussed but not all details were known at this time
4. Park Board issues would be location options and funding – Dick shared there is likely no City money for this right now. If David wants to see it happen his group would have to raise the funds themselves. Perhaps partner with tennis groups.
5. There are tennis courts that don't get much use (Westholm) and perhaps could work with City staff to convert those to multiple-use.
6. It would also be helpful if David came up with a "matching funds" offer and if there was a group of volunteers willing to take care of on-going maintenance.
7. For a bigger project David would need to go before Council to possibly get it in next year's budget. He would need to work over this year to generate more awareness and excitement for the sport.

#### **MOTION/VOTE**

**Board Member Still moved and Board Member Cartmell seconded the recommendation that Jeff Nelson and the Parks Department find an appropriate location for a temporary set-up and see how that goes. The vote resulted as follows: "AYES": Board Members Matti, Kuhlman, Battersby, Still, Cartmell, Chapman, and Reinert. "NAYS": None. Abstain: None. Absent: Board Member Szewc. The motion passed.**

\*\*\* Dick will not be at next couple meetings (soccer season)

\*\*\* If Board Members have anything for the agenda they should send them to Cliff a week in advance so he can pass them on to Jayme to be added to agenda

**III. Next meeting:** September 17, 2015 at 3:30 PM in the City Manager's Conference Room

These minutes were prepared by contracted minute taker, Becca Quimby.

**TOURISM ADVISORY COMMITTEE**  
**Meeting Minutes – September 8, 2015 at 4:00 pm**  
**Courtyard Conference Room**

**Committee Members:**

Barbara Hochberg (Chair)  
Wynniss Grow (Vice Chair)  
Terry Hopkins - absent  
Colene Martin  
Robert Hamlyn - absent  
Tamara Bushnell  
Doug Bradley - absent  
Mary Groves - absent  
Tina Gotchall

**Staff/Liaisons:**

Mayor Darin Fowler  
David Reeves (Assistant City Manager) - absent  
Jon Bowen (Experience Grants Pass)

**Guests:**

Germaine Cartmell

**I. INTRODUCTIONS**

**II. REVIEW/APPROVAL OF MINUTES** (minutes from 7-14-15 meeting and acknowledge notes from 8-11-15 meeting)

July minutes – did not vote to approve minutes

August notes – Barb reviewed notes from August meeting (there was no quorum in August)

**III. TOURISM REPORT**

**A. Art Along the Rogue**

- Moving along and final details coming together nicely
- All bands secured
- Have another meeting this week to finalize printing and advertising contracts
- Artist line-up is excellent (goal of 40+ artists)
- Working on getting schools secured for school challenge (goal is 4 schools)
- Will have volunteers working event – GP Orchestra, Jackson County Foundation
- Jon reviewed the theme – “Cartoons Meet the Masters”
- Pacifica Foundation (art school) wanted to be a part of the school challenge – what does Committee think about that? Appropriate? Original idea behind school challenge was fundraiser to help underfunded schools purchase art supplies. Pacifica could still participate in Art Along the Rogue (they could set up in the non-profit area or the Artisan Village area) but not be a part of the school fundraiser aspect.
- Colene cautioned encouraging too many non-profits to be at event asking for donations – could turn people away from event if became too overwhelming, if they were selling something that is different. Jon replied last year there were none and this year there are only a few.
- Still undecided if calendar will be created this year

## **B. New Brochures**

- Distributed state-wide through Northwest service (95 locations in Southern Oregon) and Travel Oregon service (5 key state-wide welcome centers and 3 auxiliary ones). Jon will do road trip and deliver to all main Travel Oregon sites. Starting to ship to more obscure ones.
- Distributing to cities outside Oregon – requires making appropriate contacts
- So far brochures are well received
- Council concern about thickness – they came out fine
- A lot of the new brand is included in this run of brochures, but when get to final brand at beginning of next year hopefully will be at end of this quantity-run and will implement the new brand in next order.
- More cost effective than previous method with too many different brochures
- Best part of new brochure is it is all-inclusive – will keep refining what is included in it, will be revised as needed, as it needs to be reprinted, changes can be brought before the Committee for input
- Correction: Should just read “Lodge at Riverside” (eliminate “event center” phrase)

## **C. Marketing Strategic Plan**

- Presented to Council – not only quarterly report and annual report, but strategic plan which outlined the next 2 years of projects and budgets
- Council gave the go ahead
- First project to address is the Hotel Channel – very overdue, important, and unique – have completed site visits and in the past few years the project has changed a bit as Charter has moved to all digital.
- Will do one site at first as test site – then will do incrementally as budget allows
- Programming length will increase as more hotels are implemented
- Hotel Channel Goal – by first of the year, 4 hotels, 1 hour long programming
- Website (daily work) – key to strategic plan, launched in July, visit numbers are good, looking for a growing trend
- Facebook (daily work) – reached a lull and working on new strategies to revamp and make more compelling
- Pinterest & Instagram – up and going but starting slow
- Grantspassport.com – still ready to debut but it will be timed with the hotel channel
- Banner Ad program – defining targets and designing campaigns, for early start of 2016 season

## **IV. OTHER TOURISM BUSINESS –**

### **A. Sales Tax**

- Mayor Fowler asked for Committee to inquire and share community input on subject of sales tax that will be on November ballot
- Committee to share what they’ve discovered with him at next month’s meeting

### **B. Romanian Visitor’s Perspective on Grants Pass**

- Disappointed in other US cities
- Grants Pass was what they expected Americans to be
- Everyone was friendly, they had a great time everywhere they went, and they felt very comfortable

## **V. DISCUSS COMMUNITY TOURISM NEWS**

### **A. Redwood Empire Sign**

- City purchased it
- Jon met with man who heads up Redwood Empire Association from the California side – he is all for revamping the Redwood Empire Assoc. and will be working with Jon on that project
- Goal is to market to particularly foreign markets coming into the San Francisco Bay Area – after they do their Southern CA and Vegas tours and are headed north to Portland/Seattle they would include the Redwood Empire and Southern Oregon and spend the night in Grants Pass.
- In the next year or so City will budget to restore it and it will become an iconic piece in our city.

### **B. Billboards**

- Working with a couple companies on getting highway marketing
- Great one is just past Yreka, great traffic counts, but it is hidden by a tree so it is very underpriced, could play off the “tree” theme

### **C. Rotary Meeting**

- Todd Davidson from Travel Oregon came and spoke

### **D. Remodel of Downtown Welcome Center**

- Some delays but in about 3 weeks it will start
- Goal is to make a bigger space and will have different areas for special things like Crater Lake, Applegate, etc.
- Chamber is welcome to use any video displays the Downtown Welcome Center utilizes

## **VI. COMMENTS FROM THE PUBLIC - none**

**NEXT MEETING: October 13, 2015 at 4:00pm in the Courtyard Conference Room**

These minutes were prepared by contract minute taker, Becca Quimby.





**COMMITTEE ON PUBLIC ART**  
**Meeting Minutes – September 8, 2015 at 5:30 pm**  
**Courtyard Conference Room**

**Committee Members:**

Jill Smith (Chair)  
Karl Brake - absent  
Al Devine  
Dennis Dreher  
Dennis Hatch  
Cynthia Charat  
Cal Kenney  
Bee Bantug - arrived late  
Julie Imhof - absent

**City Staff/Liaisons:**

Mayor Darin Fowler – arrived late  
Council Liaison Lily Morgan – arrived late  
David Reeves (Assistant City Manager) - absent

**Guests:**

Peter Sedlow  
Lindi Ledger

**1. Introductions**

**2. Review/Approval of Minutes** (from August 11<sup>th</sup> meeting)

Corrections to minutes:

- Unknown Committee member made some additions/corrections in blue – to be forwarded on to Donna

**MOTION/VOTE**

**Committee Member Devine moved and Committee Member Hatch seconded the motion to approve the minutes from August 11, 2015 as corrected. The vote resulted as follows:**  
**Unanimous approval by all Committee members present. The motion passed.**

**3. Discuss Community Art News - Brady Adams Sculpture**

- Peter brought 1/6<sup>th</sup> scale model of Brady Adams sculpture and discussed his art piece in detail.
- Bench for the sculpture will be 6 feet long.
- Image of what sculpture could look like if on location at the “bump out” on 6<sup>th</sup> Street between H and I Streets – discussion about locations.
- Riverside West All Sports Park (RWAS, non-profit) will be sponsor; all donations will be going through them.
- Scale model is estimated at \$1200 just to cast it
- Discussion about smaller version available for large donation.
- Peter brought up issue of letter that was sent to Patty Adams, requested a copy of letter and to be CC'd on all future correspondence regarding the sculpture project, asked for better communication between parties (CoPA and himself).

**MOTION/VOTE**

**Committee Member Charat moved and Committee Member Devine seconded the motion to endorse and recommend to City Council that they support (financial and otherwise) the Brady Adams life-size bronze monument.**

### **Discussion on Motion**

- More location discussion – add to motion now or deal with later? Location discussed tonight (push-out) is owned by ODOT and would need authorization by ODOT.
- Peter reminded Committee project would take about a year.
- Sculpture will be portable.

**The vote resulted as follows: “AYES”: Committee Members Smith, Devine, Hatch, Charat, Kenney, and Bee. “NAYS”: None. Abstain: Committee Member Dreher. Absent: Committee Member Brake. The motion passed.**

#### **4. Master Planning (Dennis Hatch)**

- Copies of draft passed around.
- Successful in getting info from brainstorming sessions onto draft – made into 2 year goals, Committee to suggest anything missing.
- Brief and concise document - more likely to be utilized by Committee.
- Discussed some grammatical corrections.
- Change “Art on Wheels” to “Art in Motion”.

#### **A. Mission Statement**

- Discussion about wording of the first part of mission statement - “act as advocate of the arts in Grants Pass” – overstepping purpose? Possibly rephrased to “act as an advocate for arts in public places”.
- Capitalize - Public Art.
- 4<sup>th</sup> bullet redundancy – delete it.
- 2<sup>nd</sup> bullet – redundant with 3<sup>rd</sup> bullet, delete and change revise to advise.
- Left with act, advise, encourage, ensure.

#### **B. Draft Mural Approval Process**

- Discussion about #3 - draft mural approval process for the City, Jill suggested leave it for now, guidelines are important, but perhaps change the wording to “create a draft approval process for art in public places”.

#### **C. AI’s Plan**

- Discussion about #4 – left non-specific as far as outcome.
- Both #4 and #5 (especially #5) should possibly be in conjunction with HBSC regarding art inventory.
- There needs to be one, comprehensive list (inventory) of public art.

**\*\*\* Draft accepted through bullet point #5 on first page. Dennis will make updates through that point and send out new copies. Committee to look at rest of document and send him input – discussion to be continued next month.**

#### **5. Discuss “Alley” Project (Al Devine) – did not discuss.**

\*\*\* Bee asked about 2-year plan (a lot of process) and if there was an action plan (more specific) to go along with it – several Committee members explained the rationale behind

moving from the old 5-year plan (too comprehensive) to the new 2-year plan (more usable) and the differences between the two.

## **6. Sub-committee Reports**

### **A. Art in Motion – (Dennis D.)**

- Call for Artists report and PPT.
- Committee viewed PPT and discussed which ones would work best on the different sized panels on the side of the bus.
- Went through each artist and chose their favorite from each artist – occasionally will ask the printer to choose the one that will come out best.

### **B. Murals – (Al Devine) – *did not discuss***

### **C. E/F Street, Art – *did not discuss***

### **D. Resource & Development – (Dennis D.) – *did not discuss***

### **E. New Master Plan – (Dennis H.) – *see above***

## **7. Other CoPA Business**

### **A. Gold Panner Report (David Reeves - absent)**

- Al mentioned moving the gold panner would interfere with his suggested plan.
- Mayor Fowler shared it probably won't be moved.
- Unknown Committee member said David Reeves told him two days ago that it is being restored and moved to SW corner – Mayor Fowler replied then it was a decision made at the City administrative level.
- Lily shared she thought it would be moved to a restoration location – reviewed her memo confirming that and acknowledging it would be returned to the parking lot on 5<sup>th</sup> and H but where in the parking lot is still unknown.
- Lily shared a discussion with City Manager about alley project and as a result of each individual business needing to be on board it might be easier to look at a different alley – suggestion to see what business support looks like before pursuing plan in that particular location much further.
- Al ensured CoPA is aware of requirements and challenges attached to this type of project and will work comprehensively.
- Al also brought up CoPA would like to have a say in what type of art is going into City parking lots, especially the ones in the core area of downtown.
- Discussed the gold panner and other appropriate locations for it.
- Mayor will ask Aaron Cubic about it at their meeting on Thursday. Unsure of refurbish timeline but would appreciate a recommendation from CoPA on where gold panner should go.

### **B. New Member Update – *did not discuss***

## **8. Public Comment – none**

### **Next Meeting: October 13, 2015**

These minutes were prepared by contract minute taker, Becca Quimby.



**GRANTS PASS URBAN TREE ADVISORY COMMITTEE**  
**Meeting Minutes – September 14, 2015 at 7:00 PM**  
**Courtyard Conference Room**

**Committee Members:**

Dave Russell (Chair) - absent  
Cynthia Charat (Vice Chair) - absent  
James Love  
Dan McBerty  
William Reinert  
Chip Dennerlien  
Clifford Ostermeier  
*Vacant Position*

**City/Staff Liaisons:**

Dan DeYoung (City Council)  
Steve Radda (Parks)

**Guests:**

**I. Business - Continuing**

**A. Approval of Minutes from August 10, 2015**

Corrections to minutes: none

**MOTION/VOTE**

Committee Member Love moved and Committee Member McBerty seconded the motion to approve the minutes from the August 10, 2015 meeting. The vote resulted as follows:

“AYES”: Committee Members Love, McBerty, Reinert, Dennerlien, and Ostermeier.

“NAYS”: None. Abstain: None. Absent: Committee Member Russell and Charat. The motion passed.

**II. Business - New**

**A. Announcements**

- (Steve) trees signs in Riverside are completed, no new ones have been installed, waiting to see how current ones do

**B. Event Calendar Review**

- Tree Walk on October 18<sup>th</sup> – see below
- Grower's Market? – Committee doing anything at it this year? Committee said no, not this year.

**C. Updates**

- Dan requested some good fall color locations so he can take some pictures – Chip will give him some good locations and Councilor DeYoung gave him a couple suggestions.
- Councilor DeYoung mentioned the Riverside Park grant – not for maintenance or tree planting, but it is for special events structures and infrastructure.

**D. Fall Tree Walk – Finalize Details**

- Parks needs 2 Committee Members to participate
- James/Chip explained how Tree Walk works to new members

- Dan asked about finalized tree list/map/brochure – would be helpful for community and new members at the Tree Walk.

#### **MOTION #1**

**Committee Member Love moved and Committee Member McBerty seconded the motion to recommend City staff make an attempt to complete the Tree Walk brochure by October 16, 2015.**

- Bill suggested it be ready a little sooner.
- Councilor DeYoung suggested also including a one-page on the Tree Committee (who they are, what they do, why they do it, etc.)

#### **MOTION #2**

**Committee Member Love moved and Committee Member Reinert seconded the motion that Committee Member McBerty create a draft introductory info sheet on the Urban Tree Advisory Committee to be used at the Tree Walk on October 18, 2015.**

- Dan will send copies to Committee Members as he's working on it and he will welcome feedback, but he's planning on keeping it very short.

#### **VOTE on Motion #2**

**The vote resulted as follows: "AYES": Committee Members Love, McBerty, Reinert, Dennerlien, and Ostermeier. "NAYS": None. Abstain: None. Absent: Committee Member Russell and Charat. The motion passed.**

- Advertising – any new ideas? or same advertising methods as last year?
  - last year's colorful flyer (change date/info)
  - insert in *Courier*
  - flyer in City newsletter/water bill
  - poster-size of flyer for both visitor's centers
  - poster-size of flyer for other high-profile bulletin boards (coffee shops, nurseries, etc.)
  - Logan Design
  - Steve will contact Dan McBerty when he finds the flyer from last year
- Food – City staff provides cookies and water (could possibly add coffee?)
- Committee Members volunteering – Chip, James, Clifford (training mission)
- Displays – have been great the past couple years
- Free Trees – Steve will ask Jeff if this is possible this year? Last year was tree protectors, brochures, flyers, etc.

#### **E. Parking Lot Tree Standards - \*\*\*include on next month's agenda**

- Discussion about purpose and intent statement (including a purpose statement in Article 23 and maybe mentioned in Article 25 was discussed at last meeting)
- James sent out a draft purpose statement and received feedback from only Dave Russell (perhaps issue with all Committee members getting emails?)
- James reminded Committee that most people reading Article 23 & 25 are landscape designers so it should include something about creativity being encouraged

- Chip suggested it include something about how the intent of the statute is to provide flexibility in finding solutions, but the flexibility is obtained by designer being creative and innovative
- Chip asked Committee to direct comments/feedback on purpose statement to James and for James and Lora to discuss topic again at next month meeting
- James hasn't received any draft information from City staff yet
- Continued discussion about details of how to edit the old document – Council has interest in updating old documents but would want to see the before and after and hear Committee rationale as to why sections should be changed

#### **F. Significant Tree/Distinguished Landscapes Nominations**

- Councilor DeYoung suggested coming up with a list of trees/landscapes already awarded. Could possibly set a timeframe so trees could be re-nominated as they can change significantly over time.
- Roster is currently on website
- Chip asked Committee to look at roster currently on website and familiarize themselves with trees/landscapes that have been nominated in order to make good use of nomination time.
- Dan suggested an inventory with more information than just the species name and address. Not everyone will know what tree that is.
- Chip suggested a GPS ping on all the trees on list, goes on website, find it on Google Earth, etc. – topic for continued discussion at another meeting
- Is there any way Committee can recognize trees outside city limits? (Jeff to address this question)

#### **G. Comments**

- Councilor DeYoung commented on the purpose/intent statement – info on purpose of having trees, but no mention of the creativity aspect. Reinforces what James was discussing earlier.
- Dan commented on point B – this may be a good spot to add that information on creativity
- Chip disappointed with blacktop at Napa Auto

**Meeting adjourned**

**Next Meeting: October 12, 2015**

These minutes were prepared by contracted minute taker, Becca Quimby.





**BIKEWAYS AND WALKWAYS COMMITTEE**  
**Meeting Minutes – September 15, 2015 at 12:00 PM**  
**Courtyard Conference Room**

**Member Attendance:**

Joel Peterson (Chair)  
Paul Hart (Vice Chair)  
Ken Behymer - absent  
Chip Dennerlein – arrived late  
Larry Turpen - absent  
Cliff Kuhlman - absent  
Mark Lansing - absent  
Leslie Orr - absent  
Mark Acosta  
Dana Christensen

**Staff/Liaisons:**

Fred Saunders (PCD Engineering) – absent  
Justin Gindlesperger (PCD) – arrived late  
Rob Brandes (JoCo Public Works)  
Dan Dorrell (ODOT) - absent  
Officer Ed Birk (Public Safety)  
City Council Liaison Mark Gatlin - absent  
County Commissioner Keith Heck

**Guests:**

Andreas Blech

**I. Business – Continuing**

**A. Approval of Minutes – August 11, 2015**

Corrections to Minutes: n/a

**MOTION/VOTE**

**Committee Member Dennerlein moved and Committee Member Peterson seconded the motion to approve the minutes from the August 11, 2015 meeting as presented. The vote resulted as follows: “AYES”: Committee Members Peterson, Hart, Dennerlein, Acosta, and Christensen. “NAYS”: None. Abstain: None. Absent: Committee Members Behymer, Turpen, Kuhlman, Lansing, and Orr. The motion passed.**

**B. Updates from PCD**

- Rob Brandes gave update pertaining to City – big cuts to latest round of funding through ODOT's Enhance program
  - only entertaining \$1 million or more projects
  - not looking for “fix-it” programs only “enhance” programs
  - project being proposed is curb/gutter/sidewalk project on Lincoln connecting G Street to Bridge Street, County has infill work on G from Leonard to Lincoln, City would have section south toward Sports Park, City's section may have just gone out to bid
  - Rob thinks this project would score well in selection process as it is an ODOT facility, with a small local match it could get finished
  - project could easily reach \$1 million as there are right-of-way and wetlands issues
  - must be submitted by November, looking to start build Summer 2016 or 2017
  - project met with support by City Council, Rob suspects County Board of Commissioners would be in support of it as well.
- Justin shared Fred didn't have any City updates at this time

**C. Discussion/Updates from Committee Members on Projects – did not discuss**

#### **D. Upcoming Bike Events**

- **October 10<sup>th</sup> – Home Depot Bike Rodeo**
  - No update on if helmets will be given out this year
- **September 12<sup>th</sup> – RVTB Family Fun Bike Ride**
  - No updates on how this event went
- **September 19<sup>th</sup> – Ride the Rogue**
  - Need volunteers for registration Friday night 3-6pm or Saturday 6am, if can help respond back to email
  - Rob requested route so it can be swept – it is posted on website and is the exact same route as past 3 years

#### **E. Review Goals – did not discuss**

### **II. Business – New**

#### **A. ODOT Issues (still to be addressed)**

- **Redwood/Ringuette Signal**
  - Several Committee members mentioned again how there is a problem with this signal being too short
  - Most recently it was a 5 second interval, cars couldn't even get through, no bike could make it through
  - Dan Dorrell is the contact for this intersection
  - Joel will officially email him
- **7<sup>th</sup>/M Street Island**
  - Dan Dorrell needs a formal email request on letterhead with pictures
  - Committee member will take pictures and email them to Joel
- **#1-B-10 from August Minutes**
  - Visual clues on a bike lane
  - Dan to look at paint and other options
- **RCC bike lane**
  - Still needs to be swept

#### **B. Greensprings Sign (near Ashland)**

- Email came yesterday from Dan
- Cyclists push button, activates sign that says "Cyclist Ahead"
- Test project for Southern Oregon
- For rural, curvy roads that don't have bike lanes

#### **C. Google Maps**

- Joel created a map that can have layers added/filtered – would like Committee feedback on utilizing this tool
- In future meetings when road issues come up Joel would like to experiment using the map to track locations – it would all be in one place
- It is sharable and available for anyone to edit, it can be sorted through to find priority project, notes and comments can be left on it
- Or if they prefer Committee members could email Joel or Paul and they could map the location of the road issue
- Joel checked with Justin to make sure they weren't duplicating a process already in place on the City side – Justin said they don't have anything like this yet

**D. Mayor/Committee Chair Meeting**

- Joel asked for feedback from Committee of anything he could share at this meeting
- Suggestions included: connectivity between committees

**E. Visitor – Andreas Black**

- Of Sunny Valley Sand and Gravel
- Supports what the Bikeways Committee is doing
- Wants to contribute by donating sand/gravel to bikeways/pathways projects
- Curious if the City has a way to utilize donated sand/gravel and how that process would work
- Their operation would start in Spring 2016
- Rob shared ¼-10 rock would be very helpful as it is hard to get now and is used for chip-sealing
- Also River Run Pea Gravel would be optimal, can't get it, Andreas said that is what they have, Rob said they would be very interested in that
- Andreas left his business card

**F. Misc.**

- Expand shoulder of Rogue River Hwy in the future? Rob said ODOT has looked at it and it would be extremely expensive – ask Dan next month
- New striping on Redwood Ave? In places there are 2 stripes delineating the bike lane (regular 8in and then narrower stripe to the right about 3 ft) and then some areas have hash marks through it) – ask Fred next month

**Meeting adjourned**

|   |
|---|
| <b>Next meeting date:</b> October 13, 2015 at 12:00 pm in the Courtyard Conference Room |
|---|

These minutes were prepared by contract minute taker, Becca Quimby.



## **URBAN AREA PLANNING COMMISSION**

### **MEETING MINUTES**

**September 23, 2015 – 6:00 P.M.**

**Council Chambers**

#### **1. ROLL CALL:**

The Urban Area Planning Commission met in regular session on the above date with Vice Chair Jim Coulter presiding. Commissioners Lois MacMillan, Loree Arthur, Blaire McIntire, David Kellenbeck, and Dan McVay were present. There was one vacant position. Chair Gerard Fitzgerald was absent. Also present and representing the City was Parks & Community Development (hereafter PCD) Director Lora Glover and Senior Planner Joe Slaughter.

#### **2. ITEMS FROM THE PUBLIC: None**

#### **3. CONSENT AGENDA:**

**a. MINUTES:** September 9, 2015

**b. FINDINGS OF FACT:**

- i. 15-10200006 & 15-20100035 & 15-30100005 – All Care Development Property Line Adjustment, Major Modification, and Major Variance

#### **MOTION/VOTE**

**Commissioner MacMillan moved and Commissioner Kellenbeck seconded the motion to approve the consent agenda from the September 9, 2015 meeting as submitted. The vote resulted as follows: "AYES": Vice Chair Coulter and Commissioners MacMillan, Kellenbeck, Arthur, and McVay. "NAYS": None. Abstain: Commissioner McIntire. Absent: Chair Fitzgerald. The motion passed.**

#### **4. PUBLIC HEARINGS:**

**a. 15-20600002 – Verizon Wireless Conditional Use Permit**

Vice Chair Coulter stated, at this time I will open the public hearing to consider Application 15-20600002. This application is for a conditional use permit for a new telecommunications

transmission tower location at 2179 NE Industry Drive in the industrial zoning district. We will begin the hearing with a staff report followed by a presentation by the applicant, statements by persons in favor of the application, statements by persons in opposition to the application, and an opportunity for additional comments by the applicant and staff. After that has occurred, the public comment portion will be closed and the matter will be discussed and acted upon by the Commission. Is there anyone present who wishes to challenge the authority of the Commission to consider this matter? Seeing none do any Commissioners wish to abstain from participating in this hearing or declare a potential conflict of interest? Seeing none are there any Commissioners who wish to disclose discussions, contacts, biases, or other ex parte information they have received prior to this meeting regarding this application? Seeing none in this hearing the decision of the Commission will be based on specific criteria which are set forth in the development code. All testimony which applies in this case is noted in the staff report. It is important to remember if you fail to raise an issue with enough detail to afford the Commission and the parties an opportunity to respond to the issue you'll not be able to appeal to the Land Use Board of Appeals based on that issue. The hearing will now proceed with a report from staff.

Senior Planner Slaughter stated, the request is for a new transmission tower to be constructed, a 75 foot mono-pole design. There is a request for additional height for coverage and to limit future tower needs. There will also be ground equipment including generator and electrical panels associated with the tower as well as screening and vegetation as part of the plan. It will be located in an industrial zone and it will be behind an application pending approval for an industrial development on the same piece of property. This is a vicinity map showing the location of the property off Industry Drive and the proposed location of the tower near the back or the south end of the property. This is the site plan showing the location of the tower and its associated equipment there on the property. This is a rendering provided by the applicant showing the location of the proposed tower as viewed from NE Industry Drive from the front or north side of the property. The call to action tonight – alternatives include approving the application as submitted, denying the request, or postponing the request. The 120-day deadline for this application is December 15, 2015. I'll be happy to answer any questions you have for me.

Commissioner Arthur stated, we spent a lot of time years ago trying to get a workable cell ordinance. I did not remember that the maximum was 45 feet. I thought the maximum in industrial for a building was 45 feet.

Senior Planner Slaughter stated, that is correct. That is the maximum height allowance for the underlying zone. They have the ability to request additional height for the telecommunication facility. Then, we have to make findings to support that request and that has been done in the staff report.

Commissioner Arthur stated, it doesn't seem like we did a very good job if we set the cell tower the same as the building height. On page 79 in Exhibit 6 where it has a map of the other towers in the area and it's not really helpful because they're not numbered. The items are numbered in the list, but not on the map that I can see. I guess my question about this is does the map only show towers that are over 100 feet? That is what the symbols at the bottom of the legend indicate. The one I noticed right away is the one at the gas station at the card station at Vine and Morgan. It is built into the sign at the gas station and I thought maybe it is because it doesn't meet the minimum height shown in the presentation.

Senior Planner Slaughter stated, I could speculate about the information provided on this map. It appears there is a list down at the bottom of the page showing the heights of the towers that are shown on the map and some of those are less than 100 feet in height. Since this was supplied by the applicant when it is their turn to speak I will let them provide additional information on it.

Commissioner Arthur stated, yes, I'd like a little more information on that. Also, since these don't exactly give the locations, a reminder of the height of the one there on J Street right in the industrial area near the City Public Works yard. Also, a reminder of the height of the one at the fairgrounds because that was a very contentious one. It seems to me that what the cell tower people taught us about at that time about, I've forgotten the word, the mind no longer sees something after a period of time. That was a pretty high one we put in at the fairgrounds and everybody across the river complained and I tested that theory a few time over the years since then and any time you mention a cell tower at the fairgrounds they say, what cell tower? Nobody sees it. It is invisible to the passer-bys and the neighbors. Of course, here you're not very close to a residential area. Anyway, if you could talk a little bit about the distribution. The

reason I'm bringing the question up is if we really have an ordinance that limits it to 45 feet there is something wrong and we need to look at that because 45 feet we'd have a forest of towers all around town if we were really limited to that or to the building height in the residential areas if we allowed them there. I'd like to add that to the list to be looked at for goal setting for items for the department to work on.

Commissioner McVay asked, to follow up on what Loree was talking about did these other towers have to get variances before they were built and also the landscaping restrictions or is this something new?

Senior Planner Slaughter stated, I'll apologize I don't have a lot of institutional knowledge on past applications in Grants Pass since I've only been here for about 6 weeks. It's my understanding that the cell tower/telecommunications portion of the code has been modified fairly recently. There were likely some different standards as some of these towers were developed. They would have all required some type of review, likely a conditional use permit, in all instances and I doubt there was a height standard that was allowable before that has been reduced. I would imagine the underlying zone has always been the maximum height allowance. It doesn't appear that has been changed so they would have had to request a variance. In this case it is actually built into the process. It is not a stand-alone variance. It is actually a request that goes along with the telecommunications facilities specifically to allow for that additional height. This isn't a standard variance process it is actually built in to the code to allow for telecommunications facilities to be built higher than the maximum building height but they do have to make a request and then show the necessity of that additional requested height. Again, I don't know exactly each individual tower that came through the process and how they were looked at but I would imagine it was similar. That is the best answer I have for you tonight.

Commissioner Arthur stated, the thing we were limited to prior to the current cell tower ordinance was the very old section that covered HAM radio towers and those types of things that were totally inappropriate. It was all we had to go by. I think almost all of them have received variances. It has been a frequent thing. That is also one of the reasons why I was looking at the list and saw there was one for 45 feet and another for 50 feet and where are they? I don't remember those.



Vice Chair Coulter stated, when I was reading the code, although the word variance itself isn't in there, (inaudible) variance is there as Mr. Slaughter was telling us it is actually a variance. What we're doing is looking at a variance we're just not saying it. That is why it is called a conditional use permit, kind of the same thing. Any other questions or comments? Would the applicant please come forward and make their presentation?

Ms. Smith stated, my name is Christine Smith of ACOM Consulting at 410 SE Sandy Dell Road in Troutdale, Oregon. I will touch on some of the questions you just had, but I think if I run through the slides we have it will clarify some of your questions. Then, we can go back and review some of your comments and questions you were just talking about. One of the first things I wanted to talk about is what the cell tower is doing and why we are here. As you might know your cell phone probably works in town, it is not a matter of it not working, but what the cell industry is up against is an expectation of a dramatic increase in data intensive uses and people using their data capabilities on the cell phone in their homes and on the road. It is a far cry from where we were a few years ago where the one tower up on the hill worked for everyone on their flip phone. Right now the statistics are that close to 40% of households are wireless only without a land line. 70% of all 911 calls originate from a cell phone. A significant number of homebuyers prefer residences with a strong signal, particularly the millennium generation, they are not interested in properties where they don't have cell service because they are not able to function with their work or lifestyle at home. Most importantly, cellular use is doubling every year with an expected increase of 650% between now and 2018 which is an astronomical increase. That is where you will see a lot of these cell tower companies and the big providers, Verizon being a primary one, looking at how they can expand and be able to meet the demands of tomorrow as well as today.

Why are we here? Why are we at this site and what are we looking at? Verizon has a whole staff of Radio Frequency Engineers that look at particular areas and where cell coverage is light and where it needs to be increased. This diagram on the left is your actual (inaudible) map showing the location, the purple being the industrial zone. The map on the right with that (inaudible) shape is the actual coverage area Verizon is trying to cover and to be able to locate a tower (inaudible) to be able to provide coverage in the area. I'll show you some other maps in a minute. Why this site in particular? It is the least intrusive zone within that area being industrial. Your code actually allows it within this industrial zone. We're staying away from residential zones and we prefer, in this case, to locate in an industrial zone rather than a

commercial zone just because it is more appropriate and desirable. This is a Verizon map generated by the RF Engineers that shows the existing coverage in the area. You can see the black dot right there with where we're looking at right here and you can see how it is orange and yellow right around that. What we're looking at in the next one is where you have the red, the primary area with the circle. That red area shows where the capacity is going to be increased for data capacity. Where it says in building that means we are going to be able to get the maximum data capacity within a building, home, or stationary location.

The property is zoned industrial. It is allowed outright to 45 feet. It is allowed outright with a conditional use permit up to 75 feet. I believe your (inaudible) anything above 150 feet outright, I think it was 150.

Vice Chair Coulter stated, 125 feet.

Ms. Smith stated, thank you. We meet or exceed all the underlying zone requirements with the exception of this height increase. With this height increase we are able to provide the opportunity for two (inaudible) co-locators on this tower. They need to be located approximately 20 feet apart. By going to that height we're able to limit the number of future towers that are going to come in and want to be at this location. It is important because while Verizon may be here and can be at this tower if we did not provide opportunity for co-locators somebody else is going to want to come in and be right next door because they're still going to be wanting to reach that same coverage area. Your code outlines that co-location is desired prior to trying to build a new tower. We spent a fair amount of time looking at existing towers in the vicinity and if co-location was a possibility. We submitted three different locations to the RF Engineers to find the location that could maximize the capacity and coverage in this area and this site was deemed the most desirable.

I have a couple pictures here. Here is the site. I think these were all in you packet but we did a series of five photo simulations of where it is most visible from. Those show the locations we did photo (inaudible) from. This is off of Industry Drive where there is actually a building pad that is under construction for, I believe, a warehouse or some kind of industrial building that will be right in front of it. It will actually be blocked from Industry Drive, but that is what you would see right there. The three pieces show what it would look like with having the full build-out of the two additional co-locators. When it is constructed it will only have the top portion. The rest

of it will just be a pole. This is looking southwest from Aurora Ave. As you can see there from that location it is not visible. We have one other view looking from SE M Street to see what the impact was. At that location it is not visible. Perhaps with a different angle you might see it. It is kind of tucked behind a tree, but it wouldn't be particularly intrusive.

In summary, we believe the application is consistent with the development code. My understanding from reading the staff report is that staff is in agreement with that. The facility is going to provide for immediate and future needs in the vicinity. We believe this is the least intrusive option for maximizing an increased need for cell coverage in the future. We are also providing opportunity for additional co-location. That concludes our presentation.

I can tell you a little about what we were talking about before regarding the different towers on here. The FCC/FAA does not require that all towers are registered. It depends on certain criteria, height, location, etc. There was a list there that said registered facilities and not registered facilities. Some of them are and some are not. All of those sites were evaluated as potential co-location and whenever we look at something it is more effective, it's cheaper, and generally your code requires that. Within the coverage area we were looking at there was nothing within the circle that could provide that opportunity. I think with some of those towers if you drove around you'd have to look pretty close to find them. A lot of times they're on buildings or they might be on a telephone pole. They are strategically located all over and as you said become invisible. Our eyes are pretty (inaudible) to ignoring things after awhile, even giant water towers.

As far as staff conditions of approval we are completely amicable to all conditions of approval that were recommended. We would like to propose that we submit the suggested information as part of our building permit application with the colors that were suggested and then any FAA/FCC certification that might be required.

Vice Chair Coulter asked, are there any questions for the applicant?

Commissioner McVay asked, I would like to know if it is required by the applicant to notify Homeland Security when building a communications tower?

Ms. Smith stated, that is the first time I've been asked that. That is a good question. Through the licensing it does but we don't directly notify Homeland Security. Through the FCC, which is part of that overall organization, they are notified. Another thing is Verizon registers and goes through the FCC/FAA with all their towers. That is a requirement.

Commissioner Arthur stated, I had a couple questions about the landscaping. We have had experiences where landscaping went in originally and then never grew or died. I understood about the watering at the beginning but it seemed like there would be no watering long-range and that was the reason for drought resistant plants. I'm just wondering why there isn't some required forever, some kind of installation? Is it going to be that drought resistant that after the first two weeks or months...I'm trying to find where that was. (Inaudible) water truck once a month or once a week.

Vice Chair Coulter stated, staff do you want to weigh in? I read about plants in there that don't need water, at least additional water other than rain water.

PCD Director Glover stated, this site also includes the development of industrial storage units, Mr. Nunn is going to be doing that, and he will be providing exterior landscaping and front yard landscaping through that development. This location, I believe, is in the rear of that property so they will be providing some landscaping around that structure. In one of the last conditions on page 48 under C4 it states vegetation shall be maintained throughout the year.

Ms. Smith stated, we did work extensively with a landscape architect particularly on this project when determining the plants that were submitted with this application and that they be appropriate to your climate. I understand it is different than the Portland climate so these aren't the standard vegetation that is put in at every location.

Commissioner Arthur stated, from the Aspen Design Group it says initial two weeks watering then once a week for the first growing season. The implication is nothing ever after that. I'm not sure that none...landscaping the warehouse in front would ever provide any to the back end.

Vice Chair Coulter stated, I'll weigh in on that. On page 82 in Exhibit 8, I think you were looking at that, it says Columnar trees are fairly drought tolerant [and it lists the kinds] in addition to other shrubs and ground cover. What I'm assuming, and staff and the applicant can correct me

if I'm wrong, is that after the initial wetting period that they need to get their roots into the ground they generally don't need additional watering. However, if it is a drought situation and plants are starting to die my understanding is they would still be required to take care of that.

Ms. Smith stated, we work with local suppliers and local vendors that we contract to assist with watering. We would be happy to amend the conditions of approval to provide some documentation to you at some point that shows that we have someone on board that will maintain that. The intent in all purposes is that the vegetation is going to be self-sustaining once it is established. The intention isn't to have heavy, water-intensive landscaping.

Vice Chair Coulter asked, are there any other questions? Does the applicant have anything else? Now we will open the public comment period. Is there anyone who would like to speak in favor of the application? Is there anyone who would like to speak in opposition to the application? Does the applicant have any final comments? Does staff have any final comments? The public comment portion is now closed and the matter is before the Commission for your consideration.

Commissioner Kellenbeck stated, as far as I'm concerned the applicant has met the requirements of our code and so I'm in favor of the application and would support it.

#### **MOTION/VOTE**

**Commissioner Kellenbeck moved and Commissioner McIntire seconded the motion to approve Application 15-20600002, the Verizon Wireless Conditional Use Permit, as submitted with the conditions stated in the staff report. The vote resulted as follows:**  
**"AYES": Vice Chair Coulter and Commissioners MacMillan, Kellenbeck, McIntire, Arthur, and McVay. "NAYS": None. Abstain: None. Absent: Chair Fitzgerald.**

**The motion passed.**

#### **5. CITIZEN INVOLVEMENT COMMITTEE: None**

##### **a. Items from the Public**

## **6. ITEMS FROM STAFF:**

PCD Director Glover stated, I don't have anything for you at this time. I just wanted to make sure we got a copy of their presentation into the record. Tom will be getting back to us shortly about a couple workshops he is preparing. We will send you an email about those. Again, we will need to start focusing on our goals in November to be able to turn those into the City Council for their December deadline. As we start working through some (inaudible) we'd like to expand a little or what sort of processes we'd like to review you will need to start thinking about that. We will put that on the next workshop.

Vice Chair Coulter asked, a housekeeping matter. So their presentation will be Exhibit 9?

PCD Director Glover stated, actually it will go into the findings of fact and will probably be Exhibit C or D.

Vice Chair Coulter stated, that makes sense.

## **7. ITEMS FROM COMMISSIONERS:**

Commissioner Kellenbeck stated, I think we should follow up a little on Loree's question about the 45 feet limit in cell towers and how that came to be.

PCD Director Glover stated, if you want to start I will try to pull up the development code so we can look at that.

Senior Planner Slaughter stated, I think the applicant already provided some clarification. It isn't a variance being applied for. That is what the conditional use permit is applying for - that the 45 feet, which is the maximum building height in the base zone, is permitted without the conditional use permit. The conditional use permit is the way to basically apply for a tower that is in excess of that maximum building height. It isn't a variance in that the criteria are very specific to additional height for telecommunications facilities and it doesn't have to demonstrate the same level of being in some kind of constraint with the property that warrants the need for the additional height like a variance typically would. The code is written in a way to provide for that additional height it is just there are some additional processes associated with going above the base height or the zone height.

PCD Director Glover stated, exactly and when this amendment was drafted several years ago the intent was if they wanted to go higher, as 45 feet is the standard building height in the general commercial zone, it was upon the applicant to show why they needed the additional height to expand that coverage area. For us, I live in that area so I can testify that coverage in that pocket area can sometimes be a little weak especially on some of the competitive cell companies out there. They have come through, they've shown you the coverage they're trying to achieve with that infill on the slide that had the red. Also, again, the increased data use, I imagine most of us are doing a lot more on our little mini computers we carry around with us, our cell phones. That was the intent was not to have to go through the variance criteria. As you're familiar, the variance criteria talks about the anomalies of the property, the uniqueness, the constraints, and the restrictions. Staff at the time and Jared who wrote this didn't feel it was really a variance standard criteria, but that is was the conditional use if the Commission was comfortable with that explanation and why they need the coverage. It was to provide them that option and not make it more difficult for them to try to meet the variance standards.

Commissioner Arthur stated, basically my question was - are we already outdated on our current version in terms of height? If you look at the list of heights that was submitted in here some of them are way high. I assume some of them must be out of city limits. I don't know. It doesn't look like it on the map. If almost all of them are 100 feet or more why are we even limited to the 75?

PCD Director Glover stated, I think additional concern was also visual impact on where some of these towers are going to go. It was trying to ratchet that down maybe a little and then allow for it to go higher if it needed to be and then the applicant needs to show why it needs to go higher. We do have quite a few cell towers in unusual places, on top of the Wing Building, a mountain of them on the courthouse, and a couple tucked away off Mill and J Street that aren't quite as high as this one. Then, to validate the fact that –

Commissioner Arthur stated, Mill is high.

PCD Director Glover stated, they are fairly high. I'm not sure –

Commissioner Arthur stated, they are 95 or something, but I also asked why some of them don't show like the Wing Building and the CFN one at the service station at Vine and Morgan. Have they gone away?

PCD Director Glover stated, no, they are still there. We have them on our GIS map. It might be part of how they were registered or the information they were able to pull down on their map.

Commissioner Arthur stated, it implies that both the registered and unregistered ones are on this list. I don't know. I think it is something we should look at again and maybe include in our list of things to be done for next year is to update the cell –

PCD Director Glover asked, are you wanting to just discuss it or are you talking about raising the height? Specifically, what are you wanting to achieve?

Commissioner Arthur stated, I guess there are two things I'd like to see. One would be more realistic height, but the other would be is there any way we could start coordinating and planning ahead for some of this instead of this random people dropping in and saying we want to go here.

PCD Director Glover stated, then you would be placing that upon the City to determine how the coverage is effective or not and I don't think we have anyone with that skill level.

Commissioner Arthur stated, I don't know that it would be necessarily placing it on the City. Maybe we could get the vendors...what is proper name other than vendor? Carriers – to come up with some sort of cooperative long-range plan.

PCD Director Glover stated, that would be an idea –

Commissioner Arthur stated, because pretty soon we will be hitting this neighborhood thing again which we encountered on the last one and that didn't go anywhere. All it did was stir up the whole neighborhood and the whole northwest section of town finally.

Vice Chair Coulter stated, when I was looking at the packet you could see where cell towers are going to be needed are where the coverage is needed. The industrial zoning allows for it.



Where they're needed for the coverage is going to be a driving factor and where the industrial land is at. Also, they can be put in commercial areas, the development code allows for that. I don't think there is a need to coordinate different areas. As the technology increases who know where we are going to go from there. It may be in the future that is going to be something we need to do. Any of you can put in writing, at any time, a proposal to change the development code. You can send it to staff and I would recommend that. Don't flood them please but if you see something that makes sense we don't necessarily have to discuss it here. It can be something that you submit. As far as the height, I look at an antenna not as a facility. The intention of a facility being at 45 feet I think the way to do it is take the building out of the equation because in the industrial land it can be 125 feet. If we didn't address the facility part of it, because I don't see that as being relevant, then it would be as long as they are within 125 feet for industrial and 100 feet for commercial. My recommendation is to take the building language out.

Commissioner Arthur stated, at this point in time we have an open invitation to present our list of things we'd like the Planning Department to address that we see gaps in and things that ought to be included at goal setting time in December. I think rather than each of us individually submitting little tid-bits that we ought to talk about some of them. We have in previous years. We have a running list usually.

Vice Chair Coulter stated, I'll discuss that in a minute. I went to a meeting about goal setting and I got a little information so I'll discuss that in a minute.

Commissioner Arthur stated, I have several other items for the list too. Will you take them? Some of which we've talked about before. Updating the cell tower ordinance would be one. We talked before about the infill and making sure the existing things could be adapted without huge variance requirements of the people. Including the small and tiny house things. The other one that has come up several times over the last couple years and I don't know if has ever gotten done, but it comes under the whole category of city agriculture, animals, and the discrepancies between the municipal code and the development code on maintaining various kinds of animals, quantities, and sizes. They didn't agree with each other and I don't know if that has been reconciled. Then, things like front yard gardens and fencing allowed. Even in the city we have 7-12 deer on our property every day six blocks from here. Some of the places up the hill on our corner do have higher fences that probably don't meet code but are specifically deer fences.

Some things like that which are issues all over the country I think we should get ahead of it and do some work on those city agriculture type of issues.

Vice Chair Coulter asked, does anyone have anything else? I went to the Committee Chair meeting last Friday, September 18<sup>th</sup>. It was chaired by the Mayor. The last time they had one was about a year ago. One of the items we discussed was goal setting. The final goal setting, what the Council is going to act upon, is going to be around mid January. They'll finalize it and then come up with a game plan to act on it in that timeframe. We are looking at November and December to come up with our goals. We had a goal last year to clean up some of the language in the development code and also to eliminate redundancies or things that need to be changed for technological reasons or it is not clear. That would be, for example, one of our goals. All of the individual little things we come up with that we want to change in the development code wouldn't be something that would go to the City Council. Honestly, they're not going to look at all those little things. They're going to recognize the Commission wants to continue with that goal this next year. City Council would have a heads up this is going to come down the pike for their approval or disapproval. One of the things that was put out by the Mayor and the City Manager was that goals should be bigger. They're going to be looking at all the committees so the committees should probably have only two, three, or four at the most macro-type goals because City Council will be looking at every committee out there and what their goals are. You have all these different committees that will have these really tangible goals that are going to be acted on. Furthermore, they should be specific, achievable, and have a timeframe. I got that concise language, not flowery speech, real concise kind of like writing bullets. A proposal that came up was a mid-year review likely in May, June, and July. They would do a few committees each month so Council isn't inundated with a ton of mid-year reviews all at once. Part of that will be lessons learned or modifications, what is holding us back if we're not attaining a goal, and those types of things. Are there any comments about what I got regarding goal setting from that meeting?

Commissioner Arthur stated, I know where you are coming from where they want macro level, but I can absolutely guarantee you if you don't provide specific examples the whole discussion is lost. It has to be framed in specific examples. Not necessarily teeny-tiny ones listed on the board that the dots go onto, but supplied as supporting information. I know that is the case. I've sat through seven goal setting sessions now and with a lot of the Councilors, especially the new

ones, the higher level at least in planning areas doesn't translate to any understanding of what we're talking about.

Vice Chair Coulter stated, my mistake to say macro. What I intended there was we don't want to get in the weeds on every little thing we want to change. That is a good idea. Put something big like text amendments and then give a couple of examples. That is a good idea as it gives them more clarification of what we're talking about. This next one that was brought up, and I don't know if you have different information, but when we do something like that on goal setting if we send something to you, Planning staff, it should also be copied to our downlink, Councilor Riker. Do you have any comments on that? Does that make sense?

PCD Director Glover stated, as our liaison, yes, it is best to keep him informed because then he updates Council at workshops on different issues and also provides guidance and clarification at times if the Commission needs that.

Vice Chair Coulter stated, that jives with what the Mayor, City Manager, and the Councilor who was at the meeting were saying. The third thing, which I don't think we're doing but we should be, is we're supposed to review at least once a year and more often with new members our five-year plan. I don't think I've seen our five-year plan. Where would that exist?

PCD Director Glover stated, I'm going to take a wild guess that we probably don't have a five-year plan. I think a lot of times when they're gearing up it is kind of like our planning application form. It is a one-size-fits-all. They are probably discussing what the Art Committee wants to do or what Tourism wants to do. The Planning Commission, besides our goals of modifying the development code or initiating a different amendment, you're really reacting to the development community and their needs coming through. Our five-year plan is probably a little different than some of the other committees that are achieving to do those big, bullet items that are on the goal list.

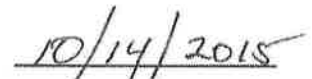
Vice Chair Coulter stated, that made sense to me because it would be like the Budget Committee really doesn't need a five-year plan and we really don't either. One of the things I did glean out of it though is when we get new members to provide a little training for them when they first come on board. Particularly, meeting criteria, we're criteria driven on approvals or disapprovals. Also, things like what ex parte means. When I came on brand-new I was asking

as many questions as I could. I knew what ex parte meant but how does that fit in? What is quasi-judicial? I would have thought legislative was more formal and it is not. Quasi-judicial is like wearing robes. It may be something just the chairman can do. I saw that as something we should do. The last thing mentioned was the Grants Pass City website. Somewhere in there is a place where you can sign up for email notifications. These would be things like Amber Alerts, natural disasters, and other things of that nature. If you want to get more emergent information I would encourage you to pass that word to neighbors and friends and for yourself. That was the gist of that meeting. I have no more comments.

#### **8. ADJOURNMENT:**

Vice Chair Coulter adjourned the meeting at 7:00 P.M.

  
Jim Coulter, Vice Chair  
Urban Area Planning Commission

  
Date

These minutes were prepared by contracted minute taker, Becca Quimby.

Item: Resolution renaming the Soccer Task Force to  
the Allen Creek Sports Park Task Force.

Date: November 4, 2015

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**SUBJECT AND SUMMARY:**

The City Council formed a Soccer Task Force on October 17, 2012 to evaluate sites for the potential location of a Grants Pass Soccer Complex. This item is to rename the Task Force and to expand its focus by including tennis and Little League representatives.

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**RELATIONSHIP TO COUNCIL GOALS:**

This supports Council's goal to **PROMOTE HEALTHY NEIGHBORHOODS** by following the Council's work plan directive of "Improve parkland through private / public partnerships".

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**CALL TO ACTION SCHEDULE:**

N/A

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**BACKGROUND:**

The Park's Master Plan shows that the City of Grants Pass is lacking in sports fields. The plan also shows that soccer fields are one of the most desired items by citizens in Grants Pass.

The City Council formed a Task Force to help further the process of the development of soccer fields and to make recommendations to assist the Council in accomplishing this goal. Developing potential locations to pursue and the best way to implement the creation of fields are some of the benefits that were intended to be delivered through the Task Force.

An initial design was presented to Council reflected the redevelopment of sports fields at Allen Dale Elementary School and the development of the Allen Creek Park Reserve land located adjacent to the Allen Dale School property. The proposal showed multi-use fields for the Garrison fields, which are exclusively used by the local Little League organizations. During the presentation to School District 7, the School Board expressed concern that the two Little League organizations were not being included in the development of the sports complex. In addition, a representative from the Grants Pass Tennis Association has been very interested in the project with the hopes of developing both indoor and outdoor tennis facilities. Based upon the multiple interests, the Task Force believes focusing on a multi-sport complex would provide a greater benefit to the community.

It is recommended the City Council officially expand the membership of the Task Force to nine members to include both youth baseball and tennis representation, and change the name of the Task Force to the Allen Creek Sports Park Task Force.

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ITEM: 3.a. RESOLUTION RENAMING THE SOCCER TASK FORCE TO THE  
ALLEN CREEK SPORTS PARK TASK FORCE.

Staff Report continued.

COST IMPLICATION:

None.

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ALTERNATIVES:

1. Adopt the recommendation as proposed;
  2. Amend the recommendation and adopt it; or
  3. Take no action at this time.
- 

RECOMMENDED ACTION:

Staff recommends Council adopt the resolution.

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POTENTIAL MOTION:

I move to approve the resolution renaming the Soccer Task Force to the Allen Creek Sports Park Task Force and expanding the membership to nine members to include youth baseball and tennis representatives.

**RESOLUTION NO.**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS  
RENAMING THE SOCCER TASK FORCE TO THE ALLEN CREEK SPORTS PARK  
TASK FORCE.**

**WHEREAS:**

1. The Park's Master Plan shows the City of Grants Pass is in need of sports fields;  
and
2. The Council formed a Task Force by Resolution No. 6003 to help the Council  
with research and options on how to pursue development and funding options for  
sport fields at the Allen Creek Park Reserve/Allen Dale Elementary properties;  
and
3. In order to meet the needs of the community, the Council desires to broaden the  
focus of the Task Force by expanding the membership to nine and incorporating  
a variety of youth sports programs, including soccer, baseball and tennis.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Grants  
Pass that the Soccer Task Force is renamed the Allen Creek Sports Park Task Force  
and reorganized as shown in Exhibit 'A'.

**EFFECTIVE DATE** of this Resolution shall be immediate upon the passage by  
the City Council and approved by the Mayor.

**ADOPTED** by the Council of the City of Grants Pass, Oregon, in regular session  
this 4<sup>th</sup> day of November, 2015.

**SUBMITTED** to and \_\_\_\_\_ by the Mayor of the City of Grants Pass,  
Oregon, this \_\_\_\_ day of November, 2015, to be effective on the date indicated as  
adopted by the City Council.

\_\_\_\_\_  
Darin Fowler, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Frerk, City Recorder

Date submitted to Mayor: \_\_\_\_\_

Approved as to form Mark Bartholomew, City Attorney \_\_\_\_\_



## Allen Creek Sports Park Task Force

1. **Purpose:** To explore options for the design and funding of a multi-use sports complex at the Allen Creek Reserve property and Allen Dale Elementary School.
2. **Type:** Advisory Board
3. **Number of members:** Nine
4. **Term of appointment:** The work of the Task Force is considered complete when a design and budget has been approved by the City Council and Grants Pass School District 7 Board.
5. **Special qualifications:** All members must have an interest in the promotion of The City of Grants Pass.
  - 2 Soccer Boosters/Business Community Members  
Cory Johnston, Darren Huddleston
  - 2 Little League Boosters (to be appointed at a later date)
  - 1 Tennis Booster – Ruth Berkey
  - 1 School Board Appointee – Principal Jake Musser
  - 3 Citizens – members of former Soccer Task Force  
(Dan Trader; Mark Johnson; and, Dick Matti)
6. **Appointment:** City Council
7. **Staff Support:** Lora Glover, Parks & Community Development Director
8. **Council Liaison:** Mayor Darin Fowler

| Name | Address & Email | Telephone No. | Term Appointed | Term Expires |
|------|-----------------|---------------|----------------|--------------|
|      |                 |               |                |              |
|      |                 |               |                |              |
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|      |                 |               |                |              |
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|      |                 |               |                |              |





#### 4.a. Appointments to the Tree Advisory Committee

There are two openings on this Committee and one applicant has applied for this position.

Michael Holzinger

## Karen Frerk

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**From:** noreply@civicplus.com  
**Sent:** Monday, October 19, 2015 5:27 PM  
**To:** Karen Frerk  
**Subject:** Online Form Submittal: City Committee / Commission Appointment Application

### City Committee / Commission Appointment Application

#### Step 1

|   |                               |
|---|-------------------------------|
| Select the Board, Commission, or Committee applying for | Urban Tree Advisory Committee |
|---|-------------------------------|

|           |                      |
|-----------|----------------------|
| Wait List | Field not completed. |
|-----------|----------------------|

#### Personal Information

|            |         |
|------------|---------|
| First Name | Michael |
|------------|---------|

|           |           |
|-----------|-----------|
| Last Name | Holzinger |
|-----------|-----------|

#### Address

|                                |                          |
|--------------------------------|--------------------------|
| Mailing Address (if different) | Grants Pass Oregon 97526 |
|--------------------------------|--------------------------|

#### Home Phone Number

#### Business Phone Number

|                        |    |
|------------------------|----|
| Years as City Resident | 51 |
|------------------------|----|

#### Email Address

|                         |      |
|-------------------------|------|
| Occupation and Employer | Self |
|-------------------------|------|

|                             |                      |
|-----------------------------|----------------------|
| May we contact you at work? | Field not completed. |
|-----------------------------|----------------------|

#### Educational Background

|             |           |
|-------------|-----------|
| High School | Graduated |
|-------------|-----------|

|         |                      |
|---------|----------------------|
| College | Field not completed. |
|---------|----------------------|

|                          |  |
|--------------------------|--|
| Trade or Business School |  |
|--------------------------|--|

|  |  |
|--|--|
| Have you ever been convicted of a felony?  | No   |
| Relevant Job History   | <i>Field not completed.</i>  |
| Previous Volunteer/Committee Experience  | Josephine County Computer Advisory Committee and City of Grants Pass Riverfront Review Board |
| Community Involvement  | <i>Field not completed.</i>  |
| <b>Authorization Waiver</b><br><i>I have completed the above questions and to the best of my knowledge, what has been stated is true. If appointed, I agree to serve without reimbursement of any kind. I understand that I maybe subject to a criminal records check. I further understand that irrespective of any criminal records check, the City of Grants Pass may decline my volunteer application or volunteer services at any time.</i> |  |
| Verification   | I verify the information in my application.  |
| Applicant's Name   | Michael Holzinger  |
| Date   | 10/17/2015 1:45 PM   |

## Step 2

### City Committee / Commission Appointment Questionnaire

|  |  |
|--|--|
| Statement of your reasons for desiring to serve:   | To help with maintaining the City's Urban Forest Education   |
| Statement of any relevant concerns or goals to be achieved while serving in this position:           | <i>Field not completed.</i>  |
| What do you think are the most critical issues facing this local government in the next three years? | As far as the tree committee: problems are drought, tree stress, bug infestation, and combating herbicides |
| Are there some things about the City of Grants Pass that you have a special interest in?             | <i>Field not completed.</i>  |
| Additional Information   | <i>Field not completed.</i>  |

## Step 3

### Responsibilities of Volunteers

*As a volunteer with the City of Grants Pass, you are covered by the City of Grants*